



Jackson County Health Department

March 16-23, 2022

COVID-19

Data

More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 67,267
- Total Deaths – 764

Totals by Week:

- Cases – 188
- Deaths – 2

**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

Current Outbreaks

Ignite Medical Resort St. Mary's- 100
John Knox Village Assisted Living – 45
Oak Grove Nursing & Rehab – 63

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

JACOHD/ Jackson County Vaccine Data

**Jackson County vaccine data can be found [here](#).

JACOHD

- Total doses administered – 87,944

Jackson County

- 61.6% of Jackson County residents have initiated vaccination; 56.5% have completed vaccination
 - Jackson County's population: 269,503
- 165,996 first doses have been administered; 372,906 total doses have been administered

JACOHD/TMC Sponsored Testing

Thursday, Mar. 24, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Friday, Mar. 25, 2022	9:30 a.m. – 3 p.m. – 3651 NE Ralph Powell, Lee's Summit
Monday, Mar. 28, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Tuesday, Mar. 29, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence

Symptomatic Testing: Call 816-404-2273

JACOHD Vaccine Clinics

Thursday, Mar. 24, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence
Friday, Mar. 25, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence 4 p.m. – 7 p.m. – Inter City Fire Protection District
Monday, Mar. 28, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, Mar. 29, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit jacohd.org/events to find clinic registration and walk-in hours.

PPE Supply

The supply rate meets the demand rate.

JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor
Independence, MO 64050

March 25 – March 31, 2022

- | | | |
|---------------------|------------|--|
| 3-25-2022 Friday | | NO MEETINGS – |
| 3-28-2022 Monday | | NO ANTI-CRIME, BUDGET, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, LAND USE, PUBLIC WORKS, RULES, OR 911 OVERSIGHT COMMITTEE MEETINGS |
| | 9:50 A.M. | Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| | 10:00 A.M. | LEGISLATIVE MEETING -
Jackson County Courthouse, 415 East 12 th Street,
2 nd Floor, Kansas City Legislative Assembly Area |
| 3-29-2022 Tuesday | | NO MEETINGS – |
| 3-30-2022 Wednesday | 11:00 A.M. | Land Trust of Jackson County Meeting –
Historic Truman Courthouse, 112 W. Lexington Avenue
2 nd Floor – Small Meeting Room
Independence, MO |
| 3-31-2022 Thursday | | NO MEETINGS – |

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the County Executive to execute a Surface Transportation Program Agreement with the Missouri Highways and Transportation Commission to allow for Phase 1 construction relating to the Greenwood/Rock Island Trail Connector Grant Project, at no cost to the County.

ORDINANCE NO. 5609, March 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County has been selected to receive funding through a grant under the Missouri Highway and Transportation Commission (MHTC) Transportation Alternatives Fund Program to be used to construct a 1.5 mile trail and trailhead connecting the Rock Island Trail to the City of Greenwood Missouri; and,

WHEREAS, the attached Surface Transportation Program Agreement outlines the responsibilities of the MHTC and the County in connection with the project; and,

WHEREAS, the funding for this project will be provided pursuant to a follow-on agreement after the formal bidding process has been completed; and,

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

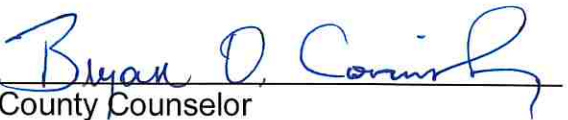
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the attached Agreement is approved and that the County Executive is authorized to execute on behalf of the County the attached Agreement and any other documents necessary to give effect to this Ordinance.

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. 5609 introduced on March 28, 2022, was duly passed on _____, 2022 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. 5609.

Date

Frank White, Jr., County Executive

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP 3301(525)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the County desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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 Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternative funds to the County. Additionally, the purpose of this Agreement is to grant the use of STP funds to the County. The improvement contemplated by this Agreement and designated as Project 3301(525) involves:

A project that extends Jackson County's Rock Island Shared Use path.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project 3301(525) by the Commission is within the City limits of Lee's Summit, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Construction of a multi-use trail extending the existing Rock Island Trail in Lee's Summit.

(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.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the County in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the County street system as part of the State Highway System for the purposes of this STP project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(8) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) 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.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the County and the Commission subject to the approval of the FHWA.

(11) 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.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the County and the written acceptance by the Commission, the Commission shall acquire right of way for the County. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of County, and the County will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the County. The County shall pay into court all awards and final judgments in favor of any such condemnees. The County shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of

way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

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

(A) Any 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. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent (80%) not to exceed four hundred seventy five thousand dollars and zero cents (\$475,000) in Surface Transportation Program (STP) funds and eighty percent (80%) not to exceed four hundred seventy five thousand dollars and zero cents (\$475, 000) in Transportation Alternative Program (TAP) funds. 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.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the County to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated 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.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project 3301(525) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by 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.

(18) 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.

(19) 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. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The County shall repay any progress payments which involve ineligible costs.

(20) 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.

(21) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause

to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will 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.

(23) AUDIT REQUIREMENT: If the County 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 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 County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) COMMISSION REPRESENTATIVE: The Commission's Kansas County 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.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after

delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Jackson County
Attn: Matt Davis
415 E 12th St
Kansas County, MO 64105
816-503-4849

- (B) To the Commission:
Missouri Highway and Transportation Commission
105 West Capital
PO Box 270
Jefferson County, MO 65102

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) 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, 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, 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 (30) 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.

(31) 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 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.

(32) CONFLICT OF INTEREST: The County shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The County shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(34) 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 Transportation alternative 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.

(35) 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.

(36) OMB AUDIT: If the County 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 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 County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

Ordinance No: _____

Exhibit A - Location of Project

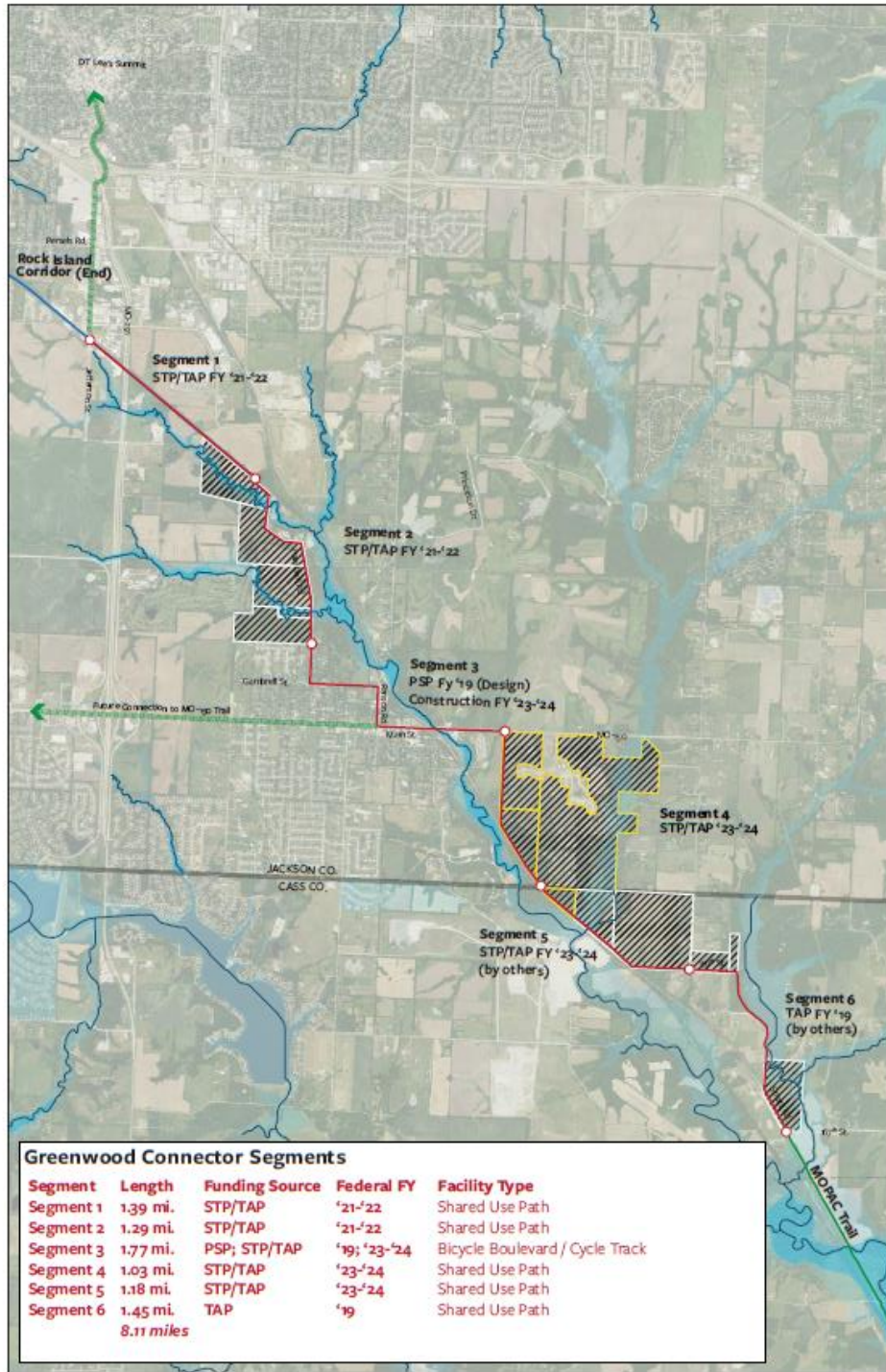


Exhibit B – Project Schedule

Project Description: *(fill in brief description and project number or federal ID number)*

[Drafter’s Notes: The following table establishes an approximate timeline of probable milestones necessary to deliver a project or complete a planning study

Delete or add task that are specific to your project need, but all projects require a final deliverable date.]

Task	Date
Date funding is made available or allocated to recipient	10-1-2020
Solicitation for Professional Engineering Services (advertised)	12-1-2020
Engineering Services Contract Approved	1-15-2021
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	9-15-2021
Plans, Specifications & Estimate (PS&E) Submittal	5-15-2022
Plans, Specifications & Estimate (PS&E) Approval	7-15-2022
Advertisement for Letting	8-1-2022
Bid Opening	9-1-2022
Construction Contract Award or Planning Study completed (REQUIRED)	10-1-2022

*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 requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

DRAFTER'S NOTE: *Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.*

Request for Legislative Action

Ord. #5609
Sponsor: Tony Miller
Date: March 28, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5609
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/28/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Authorize the County Executive to execute the Missouri Highways and Transportation Commission STP-Urban Program Agreement for Construction of the Phase 1 Greenwood Connector Trail.

Request Summary
Jackson County has been selected to receive funding through two Federal grants, the Surface Transportation Program and the Transportation Alternatives Program for a total of \$950,000 to construct a 1.5 mile trail and trailhead on the south end of the Rock Island Corridor. We are requesting authorization for the County Executive to execute the attached Program Agreement between the Missouri Highways and Transportation Commission and Jackson County. This agreement does not obligate the expenditure of funds by the County, but rather sets forth a Reasonable Progress Policy and the respective responsibilities of each party. Appropriation of funding for the project will occur subsequent to this agreement. A formal bid for construction is anticipated in 2023.

Contact Information			
Department:	Parks + Rec	Submitted Date:	3/16/2022
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-503-4849

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5113	July 9, 2018
Prior Resolution	
Resolution:	Resolution date:
19783	March 19, 2018
19921	July 16, 2018

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

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

Fiscal Information	
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Matt Davis at 3/16/2022 2:08:48 PM - [Submitted | Resubmitted due to this needing to be an Ordinance. It was previously submitted as a Resolution]

Department Director: Michele Newman at 3/16/2022 2:59:11 PM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:40:34 PM - [Not applicable |]

Compliance: Katie M. Bartle at 3/21/2022 1:23:53 PM - [Approved |]

Finance (Budget): Mark Lang at 3/21/2022 3:50:04 PM - [Not applicable |]

Executive: Sylvya Stevenson at 3/21/2022 4:15:15 PM - [Approved |]

Legal: Elizabeth Freeland at 3/22/2022 3:40:17 PM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 5000., 5002., 5005., 5011., 5013., 5014., 5015., 5018., 5019., 5020., 5021., 5023., 5024., 5025., 5026., 5028., 5029., 5030., 5035., 5036., 5037., 5038., 5040., 5041., 5042., 5046., 5049., 5059., 5066., 5069., 5071., 5072., 5073., 5080., 5081., 5082., 5083., 5084., 5090., Jackson County Code, 1984, relating to County parks and park operations, and enacting, in lieu thereof, thirty-nine new sections relating to the same subjects.

ORDINANCE NO. 5610, March 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Director of Parks + Rec recommends the revision of many sections in chapter 50 of the County Code, relating to County parks and park operations, to incorporate best practices and current standard procedure for park visitors; and

WHEREAS, the adoption of the recommended revisions is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore

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

Section A. Enacting Clause

Sections 5000., 5002., 5005., 5011., 5013., 5014., 5015., 5018., 5019., 5020., 5021., 5023., 5024., 5025., 5026., 5028., 5029., 5030., 5035., 5036., 5037., 5038., 5040., 5041., 5042., 5046., 5049., 5059., 5066., 5069., 5071., 5072., 5073., 5080., 5081., 5082., 5083., 5084., 5090., Jackson County Code, 1984, are hereby repealed, and thirty-nine new sections in lieu thereof, to read as follows:

5000. Scope.

The provisions of this chapter govern the use and management of the Jackson County Park System, Waterways, the Rock Island Rail Corridor, and other County-owned properties used at least in part for recreation[s] purposes.

5002. Definitions.

When used in this chapter, the following words and phrases shall have the following meanings. If any words and phrases are not defined by this chapter but are defined in the state law regulating the use of parks, the state law definition shall apply.

5002.1 Authorized Emergency Vehicles.

Authorized Emergency Vehicles shall include the following:

a. Ambulance. Any vehicle operated as an ambulance;

b. State Highway Patrol. Any vehicle operated by the Missouri State Highway Patrol;

c. Police. Any vehicle operated by a municipal police department within Jackson County;

d. Fire. Any vehicle operated by a municipal fire department or fire protection district within Jackson County;

e. Sheriff. Any vehicle operated by the Jackson County Sheriff or any deputy sheriff; and

f. Park Ranger. Any vehicle operated by a Jackson County park ranger.

5002.2 Director.

The Director the Jackson County Parks + Rec Department or that officer's designee.

5002.[2] 3 Rock Island Rail Corridor.

The non-parkland property acquired by Jackson County for use as common carrier asset and for transit facilities, economic development, and multi-modal transportation services, including bicycle and pedestrian facilities.

50[19.1] 02.4 Waterfowl.

Any species of birds commonly known as swans, geese, brants, river and sea ducks, and any other waterfowl falling under the jurisdiction of the Missouri Conservation Commission or otherwise defined by the Commission as migratory waterfowl.

5002.[1] 5 Waterway.

Any body of water, lake, pond, stream, or waterway owned or controlled by Jackson County. Jackson County waterways include, but are not limited to, Longview Lake, Prairie Lee Lake, Blue Springs Lake and Lake Jacomo.

5005. Park Rangers.

Jackson County park rangers shall assist the Director in the control, management and protection of all Jackson County parks, park property, Waterways, the Rock Island Rail Corridor, and all wildlife, natural, and cultural resources of the parks.

5005.1 General Duties.

Jackson County park rangers shall strive to assure the convenience and safety of all persons using county parks as permitted by this chapter.

5005.2 Enforcement of Park Regulations.

Jackson County park ranger shall have concurrent jurisdiction with the officers of the Sheriff's Patrol to enforce all park regulations set out in chapter 50, Jackson County Code. (See sections 64.335 & 590.105 RSMo)

5005.3 Enforcement of Nonmoving Traffic Violations.

Jackson County park rangers shall have the jurisdiction to enforce the following provisions of chapter 52, Traffic Code, and chapter 55, Petty Offenses:

5240. Aggressive Driving;

5257. Vehicles on Roads to be Licensed; Display Required;

5270. Obstruction of Traffic Prohibited;

5271. Blocking Driveway Prohibited;

5272. Standing in Curb Loading Zone;

5273. Maximum Time at Curb Loading Zone;

5274. Buses;

5275. Taxicabs;

5276. Bus and Taxicab Stands, Use Restrictions;

5277. Parking Restricted on Certain Streets;

5284. Illegally Parked Vehicles;

5286. Vehicle Abandonment Prohibited;

5531. Disorderly Conduct;

5534. Weapons Offenses;

5539. Obedience to Sheriff, Deputy, or Park Ranger;

5540. Littering;

5545. Stealing;

5547. Possession of Controlled Substances

5549. False Report or Information;

5551. Fleeing or Attempting to Elude an Officer;

5552. Hindering an Officer/Resisting Arrest;

5554. Resisting Arrest; and

5556. Public Indecent Exposure.

5005.4 Violation of Law Other Than Park Regulation.

On observing any violation of this code, or the laws of the United States or the state of Missouri, the Jackson County park rangers may notify the Sheriff, the Highway Patrol, or any appropriate law enforcement authority of the United States, the state, or the county, or of the city in which the park is located.

5005.5 Emergencies.

In the event of emergencies involving illness or injury, or danger to life, the Jackson County park rangers shall take reasonable steps to obtain needed medical, rescue or other emergency assistance.

5005.6 Oath of Office.

Upon successful completion of required law enforcement training, each park ranger shall take an oath of office before the clerk of the county legislature.

5011. Sales and Concessions.

Sales or advertisement of merchandise or other goods or services for sale or hire, in or on any Jackson County park, facility, land, or water is prohibited, except by written permission of the Director or under license otherwise provided for by this chapter.

5011.1 Display of Written Permits.

Written permits issued by the Director pursuant to this section for the sale or advertisement of merchandise or other goods or services for sale or hire in or on any Jackson County park, facility, land, or water, must be conspicuously displayed at all times.

5011.2 Advertisement.

No person, group, or organization shall display or distribute literature, posters, fliers, or any other material in any Jackson County park except by written permission of the Director. If granted written permission by the Director, any person, group, or organization that has displayed posters, fliers, or any other materials shall take down said items at the conclusion of the event and/or activity for which the display was permitted and remove them from park property.

5011.3 Photography Permit Required.

No person shall, for commercial purposes, photograph, record, video, videotape, or use any other means of capturing images and/or sounds within any Jackson County Parks + Rec park or facility for commercial purposes, without having obtained the appropriate photography permit from the Director. All forms of photography are prohibited at the Longview and Blue Springs swim beaches unless a written permit has been issued by the Director.

5013. Motor Vehicles.

The term "Motor Vehicle" shall include but shall not be limited to any automobile, truck, motorcycle, minibike, trailbike, e-bike, Segway, hoverboard, snowmobile, dune buggy, all-terrain vehicle, trailer, camper, and other such similar motorized equipment.

5013.1 Motor Vehicle Operation.

Motor vehicles may only be operated on roadways and parking areas designated by the Director. No person shall operate any motor vehicle through, around or beyond a restrictive sign, recognizable barricade, fenced gate, or other traffic control barrier or device. No person shall operate any motor vehicle in any area other than on paved roadways and parking areas designated by the Director. The Director may also designate where certain "Other Power Driven Mobility Devices" may be limited or permitted.

5013.2 All Terrain Vehicles.

No person shall operate an all-terrain vehicle in any Jackson County park without the written permission of the Director.

5013.3 Truck Sizes.

No person shall operate [the operator of] a truck rated over one and a half tons [is prohibited from operating said truck] in [all] any Jackson County park[s]. Woods Chapel Road, Longview Road, Raytown Road, and 109th Street are excluded from this prohibition.

5013.4 Horse Trailer Parking.

No person shall park a trailer or other conveyance designed to transport horses in any park or recreational area, including designated equestrian trailhead parking areas, without a permit issued by the Director. Permits will be issued for a definite time and duration and will not be transferable. Permits must be clearly displayed on the rear of the trailer or transport. Participation in a reserved event as designated by the Director does not require a permit.

5013.5 E-Bike Usage on County Trails and Shared Use Paths.

The Director may designate certain trails where e-bikes may be permitted. "E-bike" is defined as a pedal-assisted one, two, or three-wheeled bicycle that requires user interaction to propel the device with assistance from an electronic engine or battery (defined by the industry as a class 1 or class 3 type bike). Any throttle or full accelerator bike that does not require the user to pedal to propel the bike is strictly prohibited on any park trail or shared use path. Any combustion-powered bicycle of any type is also prohibited on any County park trail.

5014. Hot Air Balloons and Other Transportation Equipment.

Hot Air Balloons may be launched from launching sites designated by the Director and are subject to permits and regulations promulgated by the Director. No person shall launch a Hot Air Balloon on any park land, lake, or waterway, except from a designated launching site or when authorized by the Director as a Special Event.

5014.1 Ultralight Aircraft.

No person shall operate any ultralight aircraft on any Jackson County park land, lake, or waterway except when authorized by the Director.

5014.2 Para-Sailing Equipment and Operation.

No person shall operate any para-sailing equipment, kiteboard, or similar device on any Jackson County lake or waterway except when authorized by the Director.

5014.3 Bicycles/Mountain Bikes/All-Terrain Bikes.

No person shall operate any bicycle, mountain bike, all-terrain bike, wide-tired bike, or other non-motorized, pedal-operated vehicle in any Jackson County park except at areas designated by the Director and on marked trails or roads within any park.

5015. [Shooting Into Park] Firearms.

No person shall discharge a firearm or other weapon within the boundaries of any Jackson County Park, or into any park area from beyond the park boundaries, unless authorized by the Director.

5018. Animals, Fish, and Wildlife.

No person shall pursue, catch, kill, molest, possess, illuminate, spotlight, feed, or take in any manner or any quantity any wildlife nor shall any person destroy the dens or nests of any wildlife on park land except as otherwise permitted by this chapter, or by the express permission of the Director when necessary to control animal damage.

5018.1 Domestic Animals.

No person shall bring any domestic animal into any County park or area used for recreation, unless such animal shall be in the immediate control of such person on a leash not exceeding six feet in length.

5018.2 Horseback Riding.

No person shall engage in horseback riding in any county park or area used for recreation, except on a marked bridle path [and] or in an area so designated by the Director.

5018.3 Trapping.

No person shall set or possess any [steel, plastic or wooden] trap for catching, pursuing, or killing wildlife in any Jackson County park without written permission from the Director. If granted, a copy of the written permit must be carried up any person while engaged in trapping on Jackson County park property.

5018.4 Livestock.

No person shall graze any livestock in any Jackson County park without written permission from the Director.

5018.5 Releasing of Wildlife.

No person shall bring any animal into a Jackson County park for release. This shall include an animal control officer, unless written permission is obtained from the Director.

501[9.1] 8.6 Deer Stands, Prohibition.

No person shall use, construct, or in any way attach a deer stand, or any other structure, or any portion thereof, including steps, to any tree or any other object, unless approved by the Director.

501[9.3] 8.7 Feeding or Baiting Wildlife, Prohibition.

No person shall feed or bait any wildlife, including all mammals, birds (excluding feeding at songbird stations), deer, raccoons, and any other species of wildlife, without the written permission of the Director [which feeding:

- a) Results in a threat to the public health, safety or welfare of park visitors, patrons, or employees; or

- b) Draws birds or wildlife to an area for any purpose including hunting or poaching].

501[9.2] 8.8 Feeding of Waterfowl, Prohibition.

No person shall feed any migratory waterfowl, or create any condition, or allow any condition to exist, which results in a congregation or congestion of migratory waterfowl and which:

- a) results in an accumulation of waterfowl feces or droppings;
- b) results in damage to flora, fauna, or private public property;
- c) results in a threat to the public health, safety, or welfare; or
- d) results in a threat to the health, safety, or welfare of migratory waterfowl.

501[9.4] 8.9 Non-Game Fish, Feeding Prohibition.

No person shall feed non-game fish except at designated fish feeding stations.

5019.[5] Plants.

All trees, plants, and vegetation on County park land are protected. No person shall collect, destroy, or remove any tree, plant, or other vegetation from park lands or waterways except by permission of the Director. Dead fallen wood may be collected for

use as firewood at park campgrounds and picnic areas. No person shall collect standing timber for use as firewood.

5020. Artifacts and Items of Antiquity.

All items of antiquity on County park land are protected. No person shall collect any artifact or item of antiquity from park land except as approved by the Director. If permission is granted by the Director, all County land and property shall be restored to its original condition after antiquities are collected.

5021. Fires.

No person shall ignite or maintain any fire on park land except in designated ovens, stoves, rings, or other fireplaces provided for that purpose by the County. No person shall leave a fire unattended, and all fires must be extinguished after use. Prescribed burns shall be permitted when authorized by the Director.

[5021.1 Fire Danger.

The use or possession of fireworks of any kind on county park land is permitted only when authorized by the director of parks and recreation for special events.]

5023. Littering.

[Only] No person shall dispose of any litter or trash generated from recreational activity in any Jackson County Park[s shall be disposed of] except in an appropriate container[s] provided by the Director for that purpose.

5023.1 Dumping.

No person shall dump[ing of] trash, brush, or other debris on park land, lakes, or waterways [is prohibited].

5023.2 [Person Presumed Responsible.] Responsibility, Presumption.

The operator of a vehicle or vessel shall be presumed to be responsible for litter which is thrown, dropped, or left from the vehicle or vessel on County property or waters.

5024. Disorderly Conduct.

No person shall:

- a) Engage in disorderly conduct or any conduct tending toward a breach of the peace; or,

- b) Engage in any violent, tumultuous, offensive, or disorderly conduct by threatening, traducing, quarreling, challenging to fight or fighting, or by using obscene, offensive, profane or unseemly language to the annoyance, disturbance, or vexation of another.

5024.1 When Noises Constitute Disorderly Conduct.

The causing or making of any unnecessary loud noise, [or] shouting, or yelling, or by the use of amplified speakers or sound systems shall be considered disorderly conduct.

5025. Alcoholic Beverages.

The Director may prohibit possession or consumption of alcoholic beverages at certain park areas, park functions, and/or park facilities by the posting of signs to that effect.

5025.1 Possession of Alcoholic Beverages Prohibited, Where.

No person shall possess or consume any alcoholic beverage [within Prairie Lee Park, at Prairie Lee Lake,] at any swimming beach or archery range operated by Jackson County [at any location within Jackson County], at the Fleming Meeting Hall, at any flying field, or at any historic site operated by Jackson County, except when authorized in writing by the Director [for park related events. This section shall also apply to lakeside residents of Prairie Lee Lake who are using the lake or park.]

5025.2 Alcohol, Possession or Consumption by Persons Under 21.

No person under the age of twenty-one years shall possess or consume any alcoholic beverage in any Jackson County park.

5025.3 Intoxication.

Any person in a state of intoxication on any Jackson County park property may be removed from park property.

5025.4 Contributing to the Delinquency of a Minor.

No person shall give away, make readily available, or otherwise supply any ["intoxicating beverage"] alcoholic beverage to any person under the age of twenty-one (21) on any park property.

5026. Shelterhouse Reservations.

No person shall use or occupy any shelterhouse [on] in any Jackson County park without first making a reservation with and securing a permit from the Director. Shelterhouse reservations may only be made by a person twenty-one (21) years of age or older. The person making the reservation shall be held accountable for the condition of the shelterhouse at the end of the use of the shelterhouse. Anything attached to picnic tables, restrooms, shelterhouses, etc., such as signs, banners, barricades, etc., must be removed and either disposed of or taken off park property at the conclusion of the event/activity. The person reserving the shelterhouse shall also be responsible for the actions of those in his party.

5028. Diving or Jumping From Bridges or Structures.

No person shall dive or jump from any bridge or natural or man-made structure into any Jackson County lake or waterway.

5028.1 Rappelling from Structures.

No person shall rappel by any means from any natural or man-made structure without written permission from the Director.

5029. Camping Areas.

No person shall engage in camping or the over night use of the County park lands except in areas and in such manner as shall be designated by the Director. The Director may [designate] promulgate rules and regulations concerning camping and such rules and regulations shall be posted at park camping areas.

5029.1 Campsite Minimum Age Requirement.

Only persons age 21 and over shall be permitted to reserve a campsite. Each reserved site shall have a person age 21 or over physically at the campsite whenever the reserved campsite is occupied by any person.

5030. Time Limit.

No person shall camp[ing] at [one or more] any combination of campsites in a Jackson County park for a period longer than 14 consecutive days [is prohibited] without the written permission of the Director. Written permission of the Director is also required to camp in Jackson County park campground in excess of 14 days during any 30-day period.

5035. Natural Terrain Maintained, Metal Detectors, Mining, and Prospecting Prohibited.

No person shall disturb in any way the natural terrain, plants, or animals in any Jackson County park. No person shall operate a metal detector, fishing magnet, or mine or prospect for any mineral or object, in any Jackson County park without the written permission of the Director.

5036. Golf.

No person shall play or practice the game of golf, nor hit golf balls, in any Jackson County Park, except at the designated Golf Course or during special events with written approval of the Director.

5037. Construction of Docks on Prairie Lee Lake, Permit Required.

An owner of lakeside property at Prairie Lee Lake directly abutting the lake, may be permitted to construct a dock on the lake in accordance with this section. Each such dock shall be compatible with other docks and lakeside residences in terms of size, type, spacing between docks, and method of construction. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any dock or similar structure on the waters of Prairie Lee Lake, or cause or permit the same to be done, without first obtaining a valid permit from the Director of Public Works.

5037.1 No Fee for Lakeside Property Owners.

No fee for a permit under this section shall be assessed against an owner of lakeside property at Prairie Lee Lake.

5037.2 Standards.

The issuance of a permit under this section shall be governed by construction standards to be promulgated by the Director of Public Works. Such standards shall, to the extent practicable, comply with chapter 54 of this Code, the Uniform Building Code, and the policy enunciated in this section. A copy of all such standards shall be on file in the offices of the Clerk of the County Legislature and Director of Public Works. Any used dock or dock part to be utilized on Prairie Lee Lake shall be thoroughly cleaned prior to installation and shall contain no plant, animal, or other living organic matter.

5038. Personal Floating Facilities.

No person shall place or erect any free-floating dock, floating trampoline, or other elevated floating mooring/swimming/diving facilities on any Jackson County Waterway.

5040. Boating Regulations.

The use and operation of watercraft and motors on any Jackson County Waterway shall be in accordance with the laws and regulations of the State of Missouri and the Missouri [Water] Highway Patrol. The County Legislature may [prescribe rules and regulations] enact ordinances pertaining to licensing, permits, size, type, horsepower, and operation of watercraft and motors on Jackson County waterways. Also, the Director may promulgate rules and regulations pertaining to the use of the parks. As used in this

chapter, the term "motor" shall include any inboard or outboard motor used to propel a watercraft, regardless of horsepower or type of fuel used.

5040.1 Copies of State Regulations.

The Director shall file a true copy of the Missouri Watercraft Manual with the Clerk of the County Legislature by January 15 of each year. Copies of the Missouri Watercraft Manual shall be made available to park patrons at park offices and through park rangers.

5040.2 Personal Flotation Services, Class I, II, and III Motorboats.

No person shall operate or otherwise ride as a passenger in any class I, II, or III motorboat (motorboats 16 feet and over in length) unless such boat shall have on board at least one wearable personal flotation device of type I, II, or III, as approved by the United States Coast Guard, in serviceable condition and readily accessible, for each person on board said boat and for each person being towed by said boat who is not wearing such a device, and unless such boat shall have on board at least one approved type IV throwable personal flotation device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.3 Personal Flotation Devices, Class A Watercraft.

No person shall operate or otherwise ride as a passenger in any class A watercraft (less than 16 feet in length) unless such boat shall have on board at least one personal flotation device of class I, II, III, or IV, as approved by the United States

Coast Guard, in serviceable condition and readily accessible, for each person on board said boat and for each person being towed by said boat who is not wearing such a device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.4 Personal Floatation Devices, Persons Under the Age of Seven (7) Years.

No person shall operate or otherwise ride as a passenger in any motorboat, sailboat, canoe, kayak, or any other similar watercraft, containing any person under the age of seven (7) years, unless each such person under the age of seven (7) years is wearing a United States Coast Guard approved personal flotation device. Ski belts and inflatables do not qualify as approved personal flotation devices.

5040.5 Lighting.

No person shall operate any motorboat, sailboat, canoe, kayak or other watercraft between the hours of sunset and sunrise unless such watercraft shall exhibit running lights in the following manner:

- a) positioned on the bow, a red light to the port and a green light to the starboard visible for 180 degree for one mile and,
- b) positioned on the stern a white light visible for 360 degree for two miles.

Each watercraft is required to illuminate a white light on the stern or on the highest point of the vessel, visible from all directions, whenever it is anchored or moored away from docks, between sunset and sunrise

5040.6 Fire Extinguishers.

No person shall operate any motorboat unless such motor boat shall carry on board United States Coast Guard approved fire extinguishers as follows:

a) Every class A and every class 1 motorboat carrying or using gasoline or any other flammable or toxic fluid: one B1 type fire extinguisher;

b) Every class 2 motorboat: one B2 or two B1 type fire extinguishers;

c) Every class 3 motorboat:

1) Three B1 type fire extinguishers; or

2) One B2 type and one B1 type fire extinguisher; or

3) A fixed fire extinguishing system and one B2 type fire extinguisher;

or

4) A fixed fire extinguishing system and two B1 type fire extinguishers.

5040.7 Sounding Devices.

No person shall operate any motorboat, sailboat, canoe, kayak, or other watercraft greater than sixteen (16) feet in length unless such watercraft shall carry on board an operable mouth, hand, or power operated sounding device audible for at least one-half mile.

5040.8 Age Limits.

The minimum age for operating a motorboat in the state of Missouri is fourteen (14). No person under fourteen (14) years of age shall operate any motorboat unless such person is under the direct on board supervision of a parent or guardian or other person sixteen (16) years of age or older, or unless such motorboat is moored. No person shall authorize or knowingly permit a motorboat owned by such person or under such person's control to be operated on any county waterway in violation of this subsection, nor shall a parent or guardian authorize or knowingly permit such a child under fourteen (14) years of age of such parent or guardian to operate a motorboat in violation of this subsection.

5040.9 Missouri Water Safety Course.

In accordance with Missouri law, the operator of any watercraft on any Jackson Waterway born on or after January 1, 1984, must have completed the Missouri

Watercraft Safety Course and must show proper ID and the certificate of completion, upon request by any park ranger and when renting a County-owned watercraft.

5041. Launching Areas.

No person shall launch a boat or raft onto any Jackson County Waterway from any area except [the] from a launching ramp[s] or designated launch area maintained by Jackson County for such purpose.

5041.1 Public Courtesy Dock Time Limits.

No person shall exceed [10] ten minutes docking time for parking a motor vehicle and/or trailer while loading or unloading passengers or materials at [the] any public dock[s and] or ramp area[s] within [the] a County park [lands].

5042. Boat and Motor Permits.

No person shall operate any watercraft on any Jackson County waterway, except for lakeside property owners at Prairie Lee Lake, without the appropriate boat and/or motor permit issued by the Director. Permits shall be issued on a seasonal or a one-day basis and are non-refundable and non-transferable. Season boat permits and combination boat and motor permits shall be displayed on the port bow (left front) side of the watercraft. Season motor permits shall be displayed on the port bow (left front) side on the motor. One-day ramp permits shall be carried on the watercraft while on any Jackson County waterway. Lakeside property owners at Prairie Lee Lake will be issued identification tags

and will not be required to obtain separate boat and motor permits to use Prairie Lee Lake. The identification tags shall be displayed on the port bow (left front) side of the watercraft.

5042.1 Use of Boat Ramps.

No person shall use a launching ramp at any Jackson County Waterway without having obtained the appropriate boat and/or motor permit from the Director.

5042.2 Mooring, Dock, Dry Storage and Locker Permits.

No person shall moor, dock, or store any watercraft on any specifically designated mooring dock, or dry storage facility owned or operated by Jackson County without having obtained the appropriate permit therefor. Dock and mooring spaces may be purchased as available with the actual permit issuance subject to verification of ownership and registration information. Dock and mooring permits will allow the permit holder to use any Jackson County Waterway for the time period indicated on the permit; however separate motor permits are still required. Dock and mooring permits shall be displayed on the port bow side (left front) of the watercraft. Permits are also required for the use of designated dry storage areas but these do not allow the permit holder use of Jackson County Waterways unless the holder also purchases boat and motor permits as applicable. Dry Storage permits shall be displayed on the left front side of the trailer and port bow (left front) side of the boat.

[5042.3 Renewal of Permits.

All dock, mooring and dry storage permit holders of record as of January 1 may renew their permit options during January and February each year on payment of all fees and compliance with the terms and conditions of this chapter. Actual permit issuance will be subject to verification of ownership and registration information. For the purpose of this section, permit holder of record shall be defined as either the current holder of a valid permit if January 1 is included in the permit season or the holder of a valid permit on the last day of the last completed permit season immediately preceding January 1.]

[5042.4 Permits Issued After March 1.

On or after March 1 of each year, any remaining dock, mooring, and dry storage permits may be sold using a random drawing procedure or lottery. All interested parties shall register for said lottery between January 1 and February 28 of each year. The lottery shall be held before the third Monday in March. All registrants or their representatives must be present during the drawing in order to participate in the lottery. Any dock, mooring or dry storage purchases through the lottery process will require the full payment of fees at the time of selection. Actual permit issuance will be subject to verification of ownership and registration information.]

[5042.5 Permits Issued After July 31.

After July 31 of each year, the director of parks and recreation may issue seasonal boat, motor, combination boat and motor, mooring, dock, and dry storage permits

for the remainder of the current season at one-half the fees established for the applicable full season.]

5042.[6] 3 Display of Permits.

No person shall operate, dock, moor, or store any watercraft, motor, or trailer on any Jackson County Waterway or other property owned or operated by Jackson County unless said watercraft shall display all applicable boat, motor, dock, mooring, and dry storage permits in accordance with this section.

5046. Boating on Prairie Lee Lake.

5046.1 Sailboats.

No person shall place or operate a sailboat on Prairie Lee Lake.

5046.2 Boats, Length and Width.

No person shall operate a boat, other than a pontoon boat, over ten feet (10') in width or over twenty-one feet six inches (21.5') in length on Prairie Lee Lake.

5046.3 Pontoon Boats, Length and Width.

No person shall operate a pontoon boat over ten feet (10') in width or over thirty feet (30') in length on Prairie Lee Lake.

[5046.4 Personal Watercraft.

No person shall operate a personal watercraft on Prairie Lee Lake on weekends or holidays.]

5046.[5] 4 Artificial Wake Enhancement.

No person shall operate a boat on Prairie Lee Lake that has been modified to or uses any device or means to create an artificially large or modified wake.

5049. Sailboards, Windsurfing, and Stand-Up Paddleboards.

No person shall operate a sailboard, windsurfer, stand-up paddleboard, or similarly-designed craft on any Jackson County lake or Waterway except in accordance with this section and the rules and regulations promulgated by the Director.

[5049.1 One Occupant.

Only one (1) person may occupy the sailboard during its operation.]

5049.[2] 1 Boat Permit and Personal Flotation Device Required.

The operator of any sailboard, windsurfer, stand-up paddleboard, or similarly designed craft must display a current Jackson County boat permit and wear at all times [while sailboarding] a Type I, II or III Personal Flotation Device approved by the U.S. Coast Guard.

5049.2 Day and Time Reservations.

The Director may allow sailboarding, windsurfing, and stand-up paddleboarding on any Waterway [Longview and Blue Springs Lake] between sunrise and sunset, Monday through Thursday. No person shall sailboard, windsurf, or stand-up paddleboard on Friday, Saturday, or Sunday, or on any holiday on any Waterway, other than Lake Jacomo.

[5049.3 Wet Suit Required.

From October 1 through May 15 the operator and any passenger of any sailboard or personal watercraft must wear a wet suit designed to protect the trunk, arms and legs.]

[5051. Windsurfing.

The director of parks and recreation may allow windsurfing on Longview and Blue Springs Lakes between sunrise and sunset, Monday through Thursday. No person shall windsurf on Friday, Saturday, Sunday or on holidays. Windsurfing shall be allowed on Lake Jacomo without restrictions.

5051.1 Windsurfing Regulations.

Any person windsurfing on Longview or Blue Springs Lakes shall first obtain a permit and shall be subject to all regulations promulgated by the director of parks and recreation.]

5059. [Maximum Speed on Lake Jacomo.

Except for lake patrol boats operated by the county or the state, motorized boats may not be operated on Lake Jacomo in excess of ten miles per hour (10 mph).]

[5060] 5059. Horsepower Limits on Prairie Lee Lake.

No boat with an attached or installed motor having more than one hundred and ninety (190) horsepower (outboard) and/or one hundred and sixty-five (165) horsepower (inboard) may be placed on Prairie Lee Lake on Saturdays, Sundays or holidays.

5066 Water Skiing.

The operator of any vessel being used to tow a person on water skis or other appropriate device approved for use on Jackson County lakes and waterways must have in addition to himself another person on board seated so as to observe the progress of the person being towed or the vessel must be equipped with a ski mirror and red ski flag. All water skiing and other approved activity shall be conducted only from sunrise to sunset.

5066.1 Direction of Skiing on Prairie Lee Lake.

On Prairie Lee Lake both the operator of the towing vessel and the person or persons being towed will maneuver counterclockwise so that the skis or other device or any person will not strike or collide with another object or person.

5066.2 Waterskiing Conduct.

No person will manipulate water skis or other device in a reckless or negligent

manner endangering the life or property of any person. No person shall manipulate water skis or other device while intoxicated or under the influence of any narcotic drug, barbiturates or marijuana.

5066.3 Flotation Devices for Water Skiing.

Any person involved in water skiing or other approved similar activity must wear a type I, II or III coast guard approved personal flotation device. Ski belts and other inflatables are not allowed.

5066.4 Water Skiing at Lake Jacomo.

No person shall water ski on Lake Jacomo except by special permission of the Director.

5066.5 Skier Down Flags.

A skier down flag shall be displayed when required by Missouri law on all Waterways.

5069 Authority to Issue Written Notice of Violation.

Jackson County park rangers shall have authority to issue written notice of violation to any [permit holder] boat operator who fails to comply with the boating and watercraft regulations of this chapter. [Park rangers shall report the notice of violation to the director of park and recreation.]

5069.1 Revocation and Suspension.

The Director may suspend or revoke any boating-related permit issued under authority of this chapter. The appeal procedure may be obtained from the Director.

5071. Riding on Bow and Gunwales Prohibited.

The operator of a motorboat 26 feet in length or less, shall not ride or sit, or allow any passengers to ride or sit on either the starboard or port gunwales or on the decking over the bow railing, top of seat back, or decking over the back of the motorboat while under way, unless such person is inboard of adequate guards or railings which could prevent someone from being lost overboard . As used in this section, the term "adequate guards or railings" means guards or railings having a height parameter of at least six inches but not more than eighteen inches.

5071.1 Exceptions.

a) The operator may allow a person to temporarily occupy the decking over the bow for a necessary purpose such as docking, mooring to, or casting off from a mooring buoy.

b) Vessels being propelled by sail are not [included] within the prohibition of this section.

5072. Removal of Park Patrons.

Jackson County park rangers [shall have the right] are authorized to remove any person from the County's lakes and Waterways for any of the following reasons:

- 1) Severe weather conditions;

- 2) Other dangerous conditions where personal safety or property is endangered;

- or

- 3) [Infractions] Violations of the County's code, rules, [and] or regulations.

5073. Traffic Movement.

[All] Any watercraft operator[s] shall stop [their] the operator's craft upon the signal of any park ranger and shall obey all reasonable signal direction given by any park ranger in directing the movement of traffic on any Jackson County lake or Waterway.

5073.1 Right of Way to Emergency Watercraft.

When any emergency watercraft gives an audible signal by siren, or visible signal, with red or blue emergency lights, the operator of any watercraft shall immediately stop or position [their] the operator's watercraft in such a manner as to give the right of way to the emergency [vehicle] watercraft.

5080. Operation of Radio/Remote Controlled [Aircraft] Devices.

No person shall operate any remote radio/remote controlled device, including but not limited to, aircraft, aerial drones, cars, trucks, rock crawlers, and boats, except in areas designated for such operation by the Director.

[5081. Display of Frequency and Channel.

Any person operating a radio controlled aircraft within designated areas in Jackson County parks shall prominently display on the transmitter at all times frequency flags and channel numbers.]

508[2] 1. Liability Insurance Required.

No person shall operate a radio controlled [aircraft or boat] device on or above park land or Waterways unless [he] such device has liability insurance of at least the minimum limits, with proof of coverage in the person's possession while operating said device, offered by the Academy of Model Aeronautics to its members, with regard to aircraft, or comparable governing body or agency coverage for other devices [the minimum limits offered by the American Power Boat Association to its members, with regard to boats]. Any person holding a current Academy of Model Aeronautics membership card will be presumed to have met the above requirement with regard to aircraft. [Any person holding a current American Power Boat Association membership card will be presumed to have met the above requirement with regard to boats.]

508[3] 2. Permit.

[It shall be unlawful for any] No person shall [to] operate any type of radio controlled equipment for the purpose of operating miniature or model airplanes, ground running vehicles, water borne boats or vehicles, rockets or any other similar device within the physical boundary of any park that is under the jurisdiction of Jackson County, Missouri, without first [purchasing] obtaining the proper operating permit issued by Jackson County. Said permit must be in the possession of the permit holder while operating radio/remote controlled devices in a County park.

508[4] 3. Radio-Controlled Flying Field Sound Level.

No person shall operate any radio-controlled flying device with a sound level in excess of ninety-eight (98) decibels on an a weighted scale when measured from a distance of fifty (50) or more feet.

508[5] 4. [Permission to Dive] Diving, Permit Required.

Any person wishing to scuba dive in any Jackson County lake[s and] or waterway[s] must obtain written approval from the Director [contact the Jackson County Rangers' Station located at Lake Jacomo] twenty-four (24) hours prior to [their] the dive and inform the [senior ranger on duty] Director of the time, location, purpose, and number of persons involved in the dive.

5090. Abandoned Property.

Any boat, boat lift, craft or other property of value found abandoned, adrift, or left

unattended in or near County lakes or on County park land may be taken by the County.

5090.1 Lien for Expenses.

The County shall have a lien on such property for all expenses of taking, towing, and storing that property and for all damage caused by that property to the property of the county, or to any other person.

5090.2 Procedure for Property Disposal.

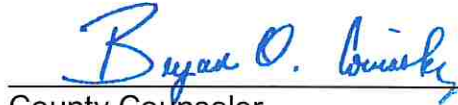
If the owner of the property does not claim the property and redeem the lien within [6 months] ninety (90) days, the property may be disposed of in the same manner as surplus County property.

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. 5610 introduced on March 28, 2022, was duly passed on _____, 2022 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. 5610.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5610
Sponsor: Tony Miller
Date: March 28, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5610
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/28/2022

Introduction
Action Items: ['Amend']
Project/Title:
Amend Chapter 50 of the Jackson County Code related to activities in County Parks and recreational facilities.

Request Summary
Parks + Rec recommends various amendments to Chapter 50 of the Jackson County Code related to activities in parks and recreational facilities. These recommendations incorporate best practices and current standard procedures for the benefit of park visitors and the general public.

Contact Information			
Department:	Parks + Rec	Submitted Date:	3/16/2022
Name:	Brian P. Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director Park Operations	Phone:	816-503-4803

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5216	April 23, 2019
2648	March 10, 1997
2357	December 5, 1994
Prior Resolution	
Resolution:	Resolution date:

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

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

Fiscal Information
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval.

Request for Legislative Action

History

Brian P. Nowotny at 3/16/2022 2:57:41 PM - [Submitted |]
Department Director: Michele Newman at 3/16/2022 3:47:20 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:41:23 PM - [Not applicable |]
Compliance: Katie M. Bartle at 3/21/2022 1:22:26 PM - [Approved |]
Finance (Budget): Mark Lang at 3/21/2022 3:49:19 PM - [Not applicable |]
Executive: Sylvya Stevenson at 3/22/2022 1:45:23 PM - [Approved |]
Legal: Elizabeth Freeland at 3/24/2022 9:03:37 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON, MISSOURI

AN ORDINANCE repealing schedule I to chapter 2, Jackson County Code, 1984, relating to County associates not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

ORDINANCE NO. 5611, March 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 20104, dated March 11, 2019, the Legislature did award a contract to Evergreen Solutions, LLC, of Tallahassee, FL, to perform a compensation study relating to all County associates, and,

WHEREAS, Evergreen completed the study, which made recommendations regarding new salary ranges for all County positions and the proper placement of all County associates within those ranges; and,

WHEREAS, by Ordinance 5373, dated June 29, 2020, the Legislature adopted Evergreen's recommendations in the study regarding associates not within the Merit System and implemented the new ranges by the revision of certain provisions of chapter 2 of the Jackson County Code; and,

WHEREAS, Ordinance 5373 enacted section 285.b of the Jackson County Code, which authorized the Director of Human Resources to modify the salary ranges contained in schedule 1 to chapter 2 of the code, to reflect the ranges recommended by Evergreen for the second and third year of the study; and,

WHEREAS, in this implementation, Ordinance 5373 deleted from schedule I certain historical positions in County government that did not have incumbents at the time of implementation; and,

WHEREAS, the County Counselor now recommends that one of these former positions, Senior Assistant County Counselor be added back into schedule I of chapter 2 at the range recommended by Evergreen, to allow the County Counselor more flexibility in managing the career progression of associates within the office; and,

WHEREAS, it is in the best interests of the health, welfare, and safety of the citizens of Jackson County that schedule 1 to chapter 2 be amended as recommended by the County Counselor and to reflect the current ranges as modified by the Director of Human Resources; now therefore,

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

Section A. Enacting Clause.

Schedule I to chapter 2, Jackson County Code, 1984, is hereby repealed and one new schedule enacted in lieu thereof, to be known as schedule I, to read as attached.

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. 5611 introduced on March 28, 2022, was duly passed on _____, 2022 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. 5611.

Date

Frank White, Jr., County Executive

	NON-MERIT CLASSIFICATION TITLE	GRADE	2022 MINIMUM SALARY	2022 MAXIMUM SALARY
COUNTY LEGISLATURE				
Legislature as a Whole				
	Legislative Aide	N/A	Open	Open
County Auditor				
	Secretary to Auditor	160	\$40,398.00	\$62,617.00
	Compliance Review Officer	200	\$47,992.00	\$74,388.00
	Chief Compliance Review Officer	230	\$54,611.00	\$84,647.00
	Chief Deputy Auditor	260	\$62,142.00	\$96,320.00
	County Auditor	370	\$106,098.00	\$180,367.00
County Clerk				
	Administrative Assistant II	140	\$37,064.00	\$57,449.00
	Legislative Secretary	150	\$38,695.00	\$59,977.00
	Deputy Clerk of the Legislature	300	\$73,822.00	\$114,424.00
	Clerk of the County Legislature	350	\$91,556.00	\$141,912.00
COUNTY EXECUTIVE				
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Asst. to County Executive/Office Administrator	210	\$50,104.00	\$77,661.00
	Chief (County Executive)	370	\$106,098.00	\$180,367.00
	County Administrator	999	\$175,000.00	\$300,000.00
All County Departments				
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Department Director	300	\$73,822.00	\$114,424.00
	Department Director	350	\$91,556.00	\$141,912.00
	Director of Public Works	360	\$95,584.00	\$162,493.00
OHRCC				
	Administrative Assistant II	140	\$37,064.00	\$57,449.00
	Director of OHRCC	210	\$50,104.00	\$77,661.00
County Counselor				
	Secretary. to County Counselor	160	\$40,398.00	\$62,617.00
	County Counselor, Assistant	250	\$59,523.00	\$92,261.00
	County Counselor, Senior Assistant	280	\$67,731.00	\$104,983.00
	County Counselor, Deputy	300	\$73,822.00	\$114,424.00
	Chief Deputy County Counselor	360	\$95,584.00	\$162,493.00
	County Counselor	370	\$106,098.00	\$180,367.00
Municipal Court				
	Municipal Court Administrator	220	\$52,309.00	\$81,079.00

	NON-MERIT CLASSIFICATION TITLE	GRADE	2022 MINIMUM SALARY	2022 MAXIMUM SALARY
	Public Administrator			
	Secretary to Public Administrator	160	\$40,398.00	\$62,617.00
	Chief Deputy Public Administrator	260	\$62,142.00	\$96,320.00
	Public Administrator	350	\$91,556.00	\$141,912.00
	Medical Examiner			
	Secretary to Medical Examiner	160	\$40,398.00	\$62,617.00
	Investigator I	220	\$52,309.00	\$81,079.00
	Investigator II	240	\$57,014.00	\$88,372.00
	Chief Investigator	290	\$70,711.00	\$109,602.00
	Forensic Fellow	310	\$77,070.00	\$119,459.00
	Deputy Medical Examiner	999	\$200,000.00	\$260,000.00
	Chief Deputy Medical Examiner	999	\$210,000.00	\$270,000.00
	Chief Medical Examiner	999	\$230,000.00	\$325,000.00
	PROSECUTING ATTORNEY			
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Director COMBAT	300	\$73,822.00	\$114,424.00
	Director (Prosecutor Attorney)	340	\$87,697.00	\$135,930.00
	COMBAT Director	350	\$91,556.00	\$141,912.00
	Division Chief (Prosecuting Attorney)	350	\$91,556.00	\$141,912.00
	Program Administrator (Prosecuting Attorney)	350	\$91,556.00	\$141,912.00
	Chief of Operations (Prosecuting Attorney)	360	\$95,584.00	\$162,493.00
	Prosecuting Attorney, Deputy	360	\$95,584.00	\$162,493.00
	Drug Task Force			
	Narcotics Investigative Specialist	180	\$44,032.00	\$68,250.00
	Office Administrator	210	\$50,104.00	\$77,661.00
	Officer in Charge	270	\$64,876.00	\$100,558.00
	SHERIFF			
	Executive Assistant	170	\$42,176.00	\$65,373.00
	Deputy Director of Administration (Corrections)	300	\$73,822.00	\$114,424.00
	Deputy Corrections Center Director	300	\$73,822.00	\$114,424.00
	Correctional Center Director	350	\$91,556.00	\$141,912.00
	Major	360	\$95,584.00	\$162,493.00

Request for Legislative Action

Ord. #5611

Sponsor: Tony Miller

Date: March 28, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5611
Sponsor(s):	Tony Miller	Legislature Meeting Date:	3/28/2022

Introduction
Action Items: ['Repeal']
Project/Title:
AN ORDINANCE repealing schedule I to chapter 2, Jackson County Code, 1984, relating to County associates not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

Request Summary
Ordinance 5373 enacted section 285.b of the Jackson County Code, which authorized the Director of Human Resources to modify the salary ranges contained in schedule 1 to chapter 2 of the code, to reflect the ranges recommended by Evergreen for the second and third year of the study. In this implementation, Ordinance 5373 deleted from schedule I certain historical positions in County government that did not have incumbents at the time of implementation. The County Counselor now recommends that one of these former positions, Senior County Counselor be added back into schedule I of chapter 2, to allow him more flexibility in managing the career progression of associates within the office.

Contact Information			
Department:	County Counselor	Submitted Date:	3/16/2022
Name:	Elizabeth Freeland	Email:	EFreeland@jacksongov.org
Title:	Litigation Paralegal	Phone:	816-881-3352

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

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5373	June 29, 2020
Prior Resolution	
Resolution:	Resolution date:
20104	March 11, 2019

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

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Change to County Code	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This legislative action does not impact the County financially and does not require Finance/Budget approval. 	

Request for Legislative Action

History

Elizabeth Freeland at 3/16/2022 12:38:29 PM - [Submitted |]
Department Director: Jay D. Haden at 3/16/2022 2:18:34 PM - [Approved |]
Finance (Purchasing): Craig A. Reich at 3/18/2022 2:25:16 PM - [Not applicable |]
Compliance: Jaime Guillen at 3/18/2022 4:25:27 PM - [Approved |]
Finance (Budget): Mark Lang at 3/21/2022 9:17:03 AM - [Not applicable |]
Executive: Sylvya Stevenson at 3/21/2022 1:01:36 PM - [Returned for more information | Request summary has a typos in the first couple lines. For example, the word section, and section 1 "of" chapter 2.]
Submitter: Elizabeth Freeland at 3/22/2022 12:08:01 PM - [Submitted | Section typo in first line corrected, other wording is correct as is, no other typos.]
Department Director: Bryan O. Covinsky at 3/23/2022 9:33:26 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 3/23/2022 9:51:49 AM - [Not applicable |]
Compliance: Katie M. Bartle at 3/23/2022 10:26:56 AM - [Approved |]
Finance (Budget): Mark Lang at 3/23/2022 10:50:02 AM - [Not applicable |]
Executive: Sylvya Stevenson at 3/23/2022 11:13:01 AM - [Approved |]
Legal: Elizabeth Freeland at 3/24/2022 9:00:45 AM - [Approved |]

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of five full-size SUVs for use by the Sheriff's Office to Joe Machens Ford/Lincoln of Columbia, MO, under the terms and conditions of State of Missouri Contract No. CC220022004, an existing competitively bid government contract, at an actual cost to the County in the amount of \$178,225.00.

RESOLUTION NO. 20905, March 28, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Department has a need to replace SUVs currently in its fleet;
and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of five full-size SUVs to Joe Machens Ford/Lincoln of Columbia, MO, under the terms and conditions of State of Missouri Contract No. CC220022004, an existing competitively bid government contract, at an actual cost to the County in the amount of \$178,225.00; now therefore,

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

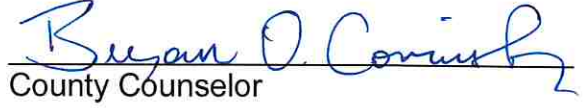
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20905 of March 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

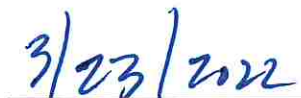
Absent _____

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: 004 1012 58120
ACCOUNT TITLE: Special Road & Bridge Fund
Sheriff- Fleet Replacement
Automobiles
NOT TO EXCEED: \$178,225.00



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20905
Sponsor: Ronald E. Finley
Date: March 28, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20905
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	3/28/2022

Introduction
Action Items: ['Award']
Project/Title:
Requesting the approval to purchase Five new Ford Explorer (SUVs) for the Sheriff's Office from Joe Machens Ford of Columbia, Missouri under the terms and conditions of the State of Missouri, Office of Administration, Division of Purchasing Contract No. CC220022004, a competitively bid governmental contract for law enforcement agencies statewide.

Request Summary
<p>The Sheriff's Office is requesting to purchase Five new Ford Explorer (SUVs) from Joe Machens Ford of Columbia, Missouri utilizing the competitively bid State of Missouri, Office of Administration, Division of Purchasing Contract No. CC220022004 for use by Law Enforcement agencies statewide. Three of the SUVs will be K9 vehicles and require the rear auxiliary air option (Line 36); cost of each K9 SUV is \$35,885.00. The remaining Two SUVs cost \$35,285.00 each. The total of this request is \$178,225.00 for the five SUVs.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommend the purchase of Five new Ford Explorer Police Interceptor (SUVs) from Joe Machens Ford of Columbia, Missouri in the amount of \$178,225.00 under the terms and conditions of State of Missouri, Office of Administration, Division of Purchasing Contract No. CC220022004, a competitively bid governmental contract for law enforcement agencies statewide.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	3/15/2022
Name:	John M. Payne	Email:	jpayne@jacksongov.org
Title:	Sergeant	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$178,225
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$178,225
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
004 (Special Road & Bridge Fund)	1012 (Sheriff - Fleet Replacement)	58120 (Automobiles)	\$178,225

Request for Legislative Action

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

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

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

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

Request for Legislative Action

History

John M. Payne at 3/15/2022 2:02:15 PM - [Submitted |]
Department Director: Michael L. Montgomery at 3/15/2022 4:14:10 PM - [Approved |]
Finance (Purchasing): Craig A. Reich at 3/16/2022 8:56:56 AM - [Approved |]
Compliance: Jaime Guillen at 3/16/2022 10:06:15 AM - [Approved |]
Finance (Budget): Mark Lang at 3/17/2022 1:10:47 PM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 3/17/2022 3:22:38 PM - [Approved |]
Legal: Elizabeth Freeland at 3/24/2022 8:59:38 AM - [Approved |]

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

March 14, 2022

State Contract # CC220022004

City of Jackson

Subject: Joe Machens Proposal on a **2022 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2022 Ford Police Interceptor Utility, Joe Machens Ford proposes the following. The Ford PI Utility includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Price – Line Item / Dealer Code - Option

\$35,285 – Line 32 & 40 / K8A – PI Utility All wheel drive (incl Prep Cost)

Included Standard Options (incl in price above)

\$N/C – 99B / 44U – 3.3L V6 Gas Engine

\$N/C – 16C – 1st & 2nd Row Carpet Flooring

\$N/C – 17T – Cargo Dome Lamp - Red/White

\$N/C – 18D – Global Lock / Unlock feature

\$N/C – 43D – Dark Car Feature

\$N/C – 47A – Police Engine Idle feature

\$N/C – 51R – Spot Lamp Driver Side (LED)

\$N/C – 549 – Heated Mirrors

\$N/C – 55F – Remote Keyless Entry Key Fob

\$N/C – 60A – Pre-Wiring grille, siren, speaker

\$N/C – 60R – Radio Noise Suppression Bonds

\$N/C – 61B – OBD-II Split Connector

\$N/C – 65L – 18" Full Wheel Covers

\$N/C – 76D – Underbody Deflector Plate

\$N/C – 76R – Reverse Sensing

\$N/C – 86T – Tail Lamp / PI Housing Only

\$N/C – STD – Front Headlamp/PI Housing Only

\$N/C – STD – Class III Trailer Tow Receiver

\$N/C – STD – Trailer Tow Lighting Pkg

\$N/C – STD – Remappable switches steer. wheel

\$N/C – STD – Rear Camera, in Center Stack

\$N/C – STD – Bluetooth (SYNC)

\$N/C – STD – Interceptor Badge

\$N/C – F6 – Rear Cloth Seat

Deleted Standard Options (included in Total price below)

(No deletions specified)

Added Optional equipment (included in Total price below)

\$600 – Line 36 / 17A – Rear Auxiliary Air

\$0 – UM – Exterior Color: Agate Black

\$0 – F6 – Interior: Ebony Cloth Front Buckets, Rear Cloth Bench Seat

\$0 – Line 60 / CPU – Customer pick up...or...**\$300** – Delivery / Fees per

Total

\$35,885 per vehicle (2022 Ford Police Interceptor Utility AWD) (K9)

(Ford could cut off ordering any day now!)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com

...continued on following page...



JOE MACHENS FORD LINCOLN

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Options to Consider to Delete (Delete from Total above if desired and note)

- (-\$20)** – Line 35 / (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl
- (-\$45)** – Line 61 / (-17T) – Cargo Dome Lamp - Red/White DELETE
- (-\$0)** – Line 61 / (-18D) – Global Lock / Unlock feature DELETE
- (-\$20)** – Line 61 / (-43D) – Dark Car Feature DELETE
- (-\$100)** – Line 61 / (-47A) – Police Engine Idle feature DELETE
- (-\$240)** – Line 61 / (-51R) – Spot Lamp Driver Side (LED) DELETE
- (-\$50)** – Line 61 / (-549) – Heated Mirrors DELETE
- (-\$250)** – Line 61 / (-55F) – Remote Keyless Entry Key Fob DELETE
- (-\$40)** – Line 61 / (-60A) – Pre-Wiring grille, siren, speaker DELETE
- (-\$80)** – Line 61 / (-60R) – Radio Noise Suppression Bonds DELETE
- (-\$40)** – Line 61 / (-61B) – OBD-II Split Connector DELETE – Allowed 2 devices to connect to OBD-II port
- (-\$20)** – Line 37 / (-65L) – 18" Full Wheel Covers DELETE, replaced w/ black wheels / 5" chrome caps
- (-\$190)** – Line 61 / (-76D) – Underbody Deflector Plate DELETE
- (-\$120)** – Line 61 / (-76R) – Reverse Sensing DELETE
- (-\$50)** – Line 61 / (-86T) – Tail Lamp / PI Housing Only DELETE
- (-\$20)** – Line 39 / (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)

Options to Consider to Add (Add to Total above if desired and note)

- \$195** – Line 61 / 68E – Low-Band Frequency Noise Suppression Kit (39 – 46 MHZ range, Channels 1-9)
- \$3,500** – Line 33 / 99W / 44B – Hybrid Engine 3.3L in lieu of std engine
- \$4,300** – Line 34 / 99C / 44U – EcoBoost Engine 3.0L in lieu of std engine
- \$470** – Line 38 / 64E – 18" Aluminum Wheels in lieu of Steel
- \$330** – Line 61 / 19V – Rear Camera – on demand



Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Boone)

_____ of the city of _____
County of _____ State of _____ being duly sworn on her or his oath, deposes and says,

1. That I am the Fleet Manager (Title of Affiant) of Joe Macheus Ford (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Joe Macheus Ford
by Kelly Sells (Name of Bidder)
 By: Kelly Sells (Signature of Affiant)
Fleet Manager (Title of Affiant)

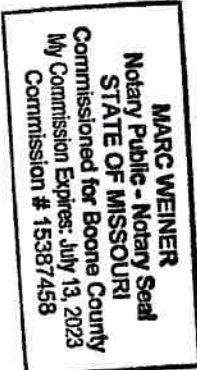
Subscribed and sworn to before me this 14 day of MARCH, 2022

[Signature]

NOTARY PUBLIC in and for the County of Boone. (SEAL)

State of MO

My Commission Expires: JUL 13 2022





**Model Year 2022 Patrol Vehicles
CC220022001, CC220022002, CC220022003, and CC220022004**

**Issuance Date: 11/30/21
Revised Date: N/A**

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	October 1, 2021 through June 30, 2022
Original Contract Period:	October 1, 2021 through June 30, 2022
Available Renewal Period Options:	1
Potential Final Expiration Date:	December 31, 2022

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Teri Schulte
Email:	teri.schulte@oa.mo.gov
Phone Number:	(573) 522-3296



ORGANIZATION

Statewide Contract History
Contract Information
Instructions and Information
Contract Pricing
Contract Scope of Work
Appendix A – Satisfactory Survey



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
11/29/21	Update order cutoffs and buyer contact information
10/1/21	Initial Issuance



CONTRACT INFORMATION

CC220022001			
MissouriBUYS SYSTEM ID::		MB00089555	
SAM II Vendor Number:		4313370020 1	
Contractor Name:		Don Brown Chevrolet	
Contractor Address:		2244 South Kingshighway St. Louis, MO 63110	
Contact Information:		Name: Dave Helterbrand Phone Number: (314) 772-1400 Fax Number: (314) 772-5015 Email Address: dave@donbrownchevrolet.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC220022002			
MissouriBUYS SYSTEM ID::		MB00089820	
SAM II Vendor Number:		4316465700 1	
Contractor Name:		Landmark Dodge	
Contractor Address:		1857 S Noland Rd Independence, MO 64055	
Contact Information:		Name: Larry Wilson Phone Number: (816) 651-6767 Fax Number: (816) 833-0008 Email Address: landmarkdodge1@yahoo.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	



CC220022003			
MissouriBUYS SYSTEM ID::		MB00094770	
SAM II Vendor Number:		4315457930 1	
Contractor Name:		Lou Fusz Ford	
Contractor Address:		#2 Caprice Dr. Chesterfield, MO 63005	
Contact Information:		Name: John Dolan Phone Number: (636) 390-9200 Fax Number: (636) 519-8005 Email Address: john.g.dolan@fusz.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC220022004			
MissouriBUYS SYSTEM ID::		MB00094770	
SAM II Vendor Number:		4315457930 1	
Contractor Name:		Joe Machens Ford Lincoln	
Contractor Address:		1911 West Worley Columbia, MO 65202	
Contact Information:		Name: Kelly Sells Phone Number: (573) 777-1089 Email Address: ksells@machens.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	



INSTRUCTIONS AND INFORMATION



1. Contracts CC20022001, CC20022002, CC20022003, and CC20022004 have been established for the purchase of miscellaneous model year 2022 police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

Contract Number	Brand	Model	Contractor
CC20022001	Chevrolet	Tahoe 2WD Pursuit Utility Vehicle	Don Brown Chevrolet
CC20022001	Chevrolet	Tahoe	Don Brown Chevrolet
CC20022002	Dodge	Charger Pursuit All-Wheel Drive Sedan	Landmark Dodge
CC20022002	Dodge	Durango Pursuit All-Wheel Drive SUV	Landmark Dodge
CC20022003	Dodge	Durango Special Service Package Rear Wheel Drive SUV	Lou Fusz Ford
CC20022004	Ford	Police Interceptor Utility	Joe Machens Ford Lincoln
CC20022004	Ford	F150 Police Responder	Joe Machens Ford Lincoln
CC20022004	Ford	Expedition Special Services Vehicle	Joe Machens Ford Lincoln
CC20022004	Ford	Transit Van 250 AWD	Joe Machens Ford Lincoln
CC20022004	Ford	Transit Van 350 Dual Rear Wheel AWD	Joe Machens Ford Lincoln

2. CONTRACT MANAGEMENT:

- 2.1 The state agency should monitor, measure, and manage the contractor’s performance of services and delivery of products according to the contractual requirements. Please refer to the Contract Management Guide: <https://oapurch.state.mo.us/procurementsources.shtm>
- 2.2 In the event your state agency encounters any issues or has any concerns or questions regarding the contract, please contact the Division of Purchasing in writing to the attention of the buyer shown on the front page of this document.
- 2.3 To assist the Division of Purchasing in monitoring the performance of the contractors and ensuring quality services are provided to state agencies, state agencies are strongly encouraged



to submit documentation regarding the contract and contractor performance to the Division of Purchasing to the attention of the buyer listed on the front page of this document.

- 3 SATISFACTION SURVEY:** Customer service is a top priority. The Division of Purchasing desires to work with state agencies to identify solutions if there are any contract concerns. State agencies are encouraged to complete the Satisfaction Survey, Appendix A, regarding their experience with the contract. Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.



CONTRACT PRICING

Contract Number: CC220022001

Contractor: Don Brown Chevrolet

Line Item 1

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle

PRICE: \$35,523.00

Order Bank Closed

EQUIPMENT INCLUDED IN PRICE

- Heavy-duty cloth 40/20/40 split bench style seating without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Third row seating deleted
- Full color keyed carpeting
- Manufacturer's first and second row color keyed carpeted mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" LED spotlight
- Factory installed red/white overhead high intensity auxiliary dome lamp
- Grill lamp/siren speaker wiring for connection to agency furnished equipment.
- Horn/Siren wiring circuit for connection of agency furnished switch.
- Center Console wiring harness with auxiliary power outlet kit is required
- Radio Suppression Package
- Standard Production Solid Color Exterior (black, white, empire beige, graywood, midnight blue, satin steel, shadow grey) and Standard Interior Trim
- Fleet and Free Maintenance Credits applied

Line Item 61: Miscellaneous Option/Features

****for the purchase of options/features not specifically identified herein**

DELIVERY: TBD

**WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)**

**AVAILABLE OPTIONS
(for line item 1)**

**Line Item 2 – 4WD 9C1 Pursuit Option \$2,787.00
(Includes single speed transfer case)**

**Line item 3 – Complete 40/20/40 cloth front NO CHARGE
bench seating ***must state when ordering****

**Line Item 4 – Remove four (4) extra key keyless \$69.00
Entry Transmitters (not programmed)**

**Line Item 5 – Black vinyl floor covering \$171.00
(delete carpet and carpeted floor (credit)
mats)**

Line Item 6 – Remove Radio Suppression System \$83.00

Line Item 8 – Molded Splash Guards \$196.00



**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 1)**

Line Item 9 – Preparation Cost **\$997.00 per vehicle**
Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 60 – Round Trip Per Mile Delivery Charge **\$0.99 per mile**
Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from 4501 Oleatha Ave St. Louis, Missouri.



Contract Number: CC220022001

Contractor: Don Brown Chevrolet

Line Item 10

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Chevrolet Tahoe 4WD Special Service Vehicle **PRICE:** \$36,794.00

Order Bank Closed
EQUIPMENT INCLUDED IN PRICE

FLOOR COVERING: Full, color keyed carpeting
 FLOOR MATS: Manufacturer's first and second row color keyed carpeted mats required
 FRONT LICENSE BRACKET: Manufacturer's standard required
 KEYS: Two (2) keyless entry key fobs
 AUXILIARY DOME LAMP: Factory installed red/white overhead high intensity auxiliary dome lamp
 The auxiliary lamp is wired independently from the standard dome lamp
 WIRING: Grill lamp and siren speaker wiring for connection to agency-furnished equipment required
 Horn/siren wiring circuit for connection of agency-furnished switch required
 FLASHER SYSTEM: Headlamps and Trail Lamps, Tail Lamps alternate flashing red/white
 RADIO SUPPRESSION PACKAGE
 FLEET FREE MAINTENANCE CREDIT: Credit in lieu of free oil changes, tire rotations and inspections during the first 24 months/24,000 miles

Line Item 11 – Four (4) extra key Keyless Entry Transmitters (not programmed)	<u>\$69.00</u>
Line Item 12 – Black vinyl floor covering (delete carpet and carpeted floor mats)	<u>\$171.00</u> (state credit value)
Line Item 13 – Molded Splash Guards	<u>\$196.00</u>
Line Item 14 – Remove radio suppression system	<u>\$83.00</u> (state credit value)

Line Item 61: Miscellaneous Option/Features
 **for the purchase of options/features not specifically identified herein

PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 10)

Line Item 15 – Preparation Cost **\$997.00 per vehicle**
 Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 60 – Round Trip Per Mile Delivery Charge **\$0.99 per mile**
 Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from 4501 Oleatha Ave St. Louis, Missouri.



Contract Number: CC220022002

Contractor: Landmark Dodge

Line Item 16

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Dodge Charger Pursuit All-Wheel Drive Sedan

PRICE: \$28,750.04

EQUIPMENT INCLUDED IN PRICE

- 3.6 liter V6 gasoline engine
- All wheel drive
- Five (5) tires, 245/55R18 "W" speed rated (includes full-size spare)
- Five (5) 18" x 7.5" steel wheels (includes full-size spare)
- 18" Full Wheel Covers
- Spare tire relocation bracket
- Heavy-duty bucket seats, reinforced for increased support and covered with heavy duty cloth fabric; no center console; power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Full carpeting front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- High intensity red/white auxiliary dome lamp wired and switched independently from standard dome lamp
- Standard production solid color exterior (billet, silver, indigo blue, max steel, black, white, granite, red) and standard interior trim
- Manufacturer's standard backup camera
- Police equipment mounting bracket located between front seats
- **FLEET SAFETY GROUP:** Includes blind spot monitoring, power adjusting, heated, manual folding pursuit mirrors
- Secure Park

identified herein

DELIVERY: 90-190 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

**AVAILABLE OPTIONS
(for line item 16)**

- Line Item 17**– 5.7 liter V-8 Rear Wheel Drive \$1,251.00
(credit)
- Line Item 18** – 12.1 inch Integrated Display Pkg. \$2,015.00
- Line Item 19** – Additional Key FOBS with \$136.00
Keyless Entry Transmitters (package of 4)
- Line Item 20** – Vinyl Floor Covering In Lieu of \$90.00
Carpet (deletes floor mats)
- Line Item 21** – Vinyl Rear Bench In Lieu of \$110.00
Cloth

Line Item 61: Miscellaneous Option/Features
**for the purchase of options/features not specifically



PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 16)

Line Item 22 – Preparation Cost

\$400.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 60 – Delivery Cost

\$.99 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Independence, Missouri.



Contract Number: CC220022002

Contractor: Landmark Dodge

Line Item 23

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Dodge Durango Pursuit AWD Sport Utility

PRICE: \$35,233.34

EQUIPMENT INCLUDED IN PRICE

ENGINE: 5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler
 ALL WHEEL DRIVE: Two speed, electronically shifted transfer case
 TIRES: Four (4), P255/60R18, Spare tire – P255/60R18
 WHEELS: Steel wheels with chrome center cap
 Includes full size spare
 SINGLE KEY LOCKING SYSTEM: Single key system for ignition, door and lift gate, Each vehicle keyed differently, Factory installed keyless entry system with minimum of four (4) keyless entry key fobs
 FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required
 SECOND ROW SEATING: Vinyl
 THIRD ROW SEATING: None
 FLOOR COVERING: Full carpeting, both front and rear
 FLOOR MATS: Manufacturer's carpeted mats required
 FRONT LICENSE BRACKET: Manufacturer's standard required
 DRIVER SIDE SPOTLIGHT: Installed driver side 6" LED spotlight required, Includes spotlight wiring prep package
 AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp
 TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring
 SKID PLATE GROUP: Skid plates for fuel tank, transfer case, front suspension and underbody
 SPOTLIGHT: Drive side spotlight installed, 6" LED
 COLORS: Black, Red, White

**AVAILABLE OPTIONS
(for line item 23)**

Line Item 24 – 3.6 liter V6 gasoline engine \$2,720.41
(credit)

Line Item 25 – Vinyl in lieu of carpet \$90.00
(credit)

Line Item 61: Miscellaneous Option/Features
 **for the purchase of options/features not specifically identified herein

DELIVERY: 90 - 190 days ARO, but after February

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
 5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 23)**

Line Item 27 – Preparation Cost \$400.00 per vehicle
 Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractor's dealership is charged per vehicle.

Line Item 60 – Delivery Cost \$.99 per mile
 Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Independence, Missouri.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING





Contract Number: CC220022003

Contractor: Lou Fusz Ford

Line Item 28

UNSPSC Code: 25101702

Order Bank Closed

MAKE/MODEL: 2022 Dodge Durango Special Service Package Rear Wheel Drive Sport Utility

PRICE: \$32,185.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 5.7 liter V8 Gasoline, Heavy duty cooling system, Engine oil cooler

Rear Wheel Drive

TIRES: Five (four plus spare), Full size spare

WHEELS: Five (5), standard wheels, full size spare

Includes full size spare

Steel spare wheel is acceptable

FRONT SEATS: Heavy duty cloth bucket seats, Power adjusting driver seat required

SECOND ROW SEATING: Heavy duty cloth fabric, 60/40 bench seat

THIRD ROW SEATING: None

AIR BAGS: Manufacturer's Standard

FLOOR COVERING: Full carpeting, both front and rear

FLOOR MATS: Manufacturer's carpeted mats required

FRONT LICENSE BRACKET: Manufacturer's standard required

AUXILIARY DOME LAMP: Factory installed overhead high intensity red/white auxiliary dome lamp, Wired and switched independently from standard dome lamp

TOW PACKAGE: Factory installed tow package with class 4 receiver hitch and trailer wiring

BACKUP CAMERA: Manufacturer's standard backup camera required

COLORS: Black, Red, White

**AVAILABLE OPTIONS
(for line item 28)**

Line Item 29 – 3.6 liter V6 gasoline engine **\$2,000.00**
(credit)

Line Item 30 – Driver Side Spotlight, 6" LED Installed **\$575.00**

Line Item 61: Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 90 - 180 days ARO, but after February

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 28)**

Line Item 24 – Preparation Cost **\$1095.00 per vehicle**

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractor's dealership is charged per vehicle.

Line Item 47 – Delivery Cost **\$1.50 per mile**

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Chesterfield, Missouri.



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 32

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Ford Police Interceptor Utility AWD

PRICE: \$34,190.00

EQUIPMENT INCLUDED IN PRICE

ENGINE: 3.3 liter V6 direct injection engine, Gasoline, Heavy duty cooling system, Engine oil cooler
 ALL WHEEL DRIVE
 WHEEL COVERS: Manufacturers full wheel covers required
 REMOTE KEYLESS ENTRY SYSTEM: Remote keyless entry system with minimum of four (4) keyless entry key FOBS
 OUTSIDE REAR VIEW MIRRORS: Left hand and right hand power adjusting, Heated required
 FRONT SEATS: Cloth, No center console
 REAR SEAT: Heavy duty cloth fabric rear bench seat
 FLOOR COVERING: Full carpeting, first and second rows
 FLOOR MATS: Manufacturer's carpeted mats required
 FRONT LICENSE BRACKET: Manufacturer's standard required
 SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision, LED spotlight installed
 POLICE POWER PIGTAIL: Power pigtail harness required
 WIRING: Pre-wiring for grill LED lamp, siren and speaker
 COURTESY LAMP DISABLE: Courtesy lamp disabled when any door is opened
 AUXILIARY DOME LAMPS: Factory installed first row overhead red/white auxiliary dome lamp, Factory installed red/white overhead dome lamp in cargo area
 POLICE INTERCEPTOR HEADLAMP HOUSINGS: Includes LED wig-wag feature, Pre-drilled holes for side marker police use, Does not include LED installed lights
 TAIL LAMP HOUSING PREP PACKAGE: Factory installed tail lamp housing prep package required, Does not include LED installed lights.
 NOISE SUPPRESSION BONDS: Factory installed radio noise suppression bonding straps required
 GLOBAL LOCK/UNLOCK FEATURE: Door panel switches will lock/unlock all doors and rear lift gate
 REVERSE SENSING: Reverse sensing system required
 POLICE ENGINE IDLE FEATURE: Allows driver to leave the engine running and prevents unauthorized vehicle use
 UNDERBODY DEFLECTOR PLATE: Engine and transmission shield
 OBD-II SPLIT CONNECTOR: Allows up to two devices to be connected to the vehicle OBD-II Port
 TRAILER TOW: Class III Trailer Tow Lighting Package(4-pin and 7-pin connectors and wiring)
 COLORS:
 Standard production solid color exterior and standard interior trim

**AVAILABLE OPTIONS
(for line item 32)**

- Line Item 33** – 3.3 liter Direct Injection Hybrid Engine **\$3,500.00**
- Line Item 34** – 3.0 liter V6 EcoBoost turbocharged engine **\$4,300.00**
- Line Item 35** – Black vinyl floor covering **\$20.00**
(Deletes carpet and carpeted floor mats)
(credit)
- Line Item 36** – Auxiliary air conditioning **\$600.00**
- Line Item 37** - Standard wheel center caps in lieu of full wheel covers **\$20.00**
(credit)
- Line Item 38** - 18"painted aluminum wheels in lieu of standard steel wheels. Spare will remain steel **\$470.00**
- Line Item 39** – Second row grey vinyl seating in lieu of cloth **\$20.00** (credit)
- Line Item 61:** Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 120-150 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)



PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 32)

Line Item 40 – Preparation Cost

\$1,095.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 60 – Delivery Cost

\$150.00 per mile not to exceed \$300.00

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 41

UNSPSC Code: 25101702

MAKE/MODEL: 2022 Ford F-150 Responder

PRICE: \$36,105.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter EcoBoost
- Four wheel drive
- Ten speed automatic, column mounted gear selector
- 240 amp alternator
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Power assist rack and pinion steering
- Tilt steering wheel
- Independent front and rear suspension.
- Five (5) tires, LT265/70R18C AT (includes full size spare)
- Five (5) 18" machined aluminum wheels (includes full size spare)
- Manufacturer's standard Backup Camera
- Speed Control
- Four (4) door SuperCrew cab with 5.5' box
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- Manufacturer's standard radio
- Reverse sensing system
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 8-way power adjusting driver seat
- Heavy-duty vinyl bench rear seat
- Manufacturer's standard air bags
- Vinyl floor covering
- Front license bracket
- Trailer tow package (class IV hitch; 4-pin/7-pin wiring harness; auxiliary transmission oil cooler; engine oil cooler)
- Trailer Brake Controller
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors; heated
- Remote keyless entry with a minimum of two (2) fobs
- Manual-folding, manually telescoping power glass trailer tow mirrors with heat (54y)

**AVAILABLE OPTIONS
(for line item 41)**

- Line Item 42** – Delete chrome bumpers, front and rear (includes fog lamps) **\$200.00** (credit)
- Line Item 43** – Delete factory installed black platform running boards **\$150.00** (credit)
- Line Item 44** – Color-coordinated Carpet with Carpeted matching floor mats **\$240.00**
- Line Item 45** – Delete trailer tow package, manual-folding, Manually telescoping power glass trailer Tow mirrors with heat, and 11,200 towing capacity (Standard tow package will remain with 7,000 lbs. tow limit) **\$1,100.00** (credit)

Line Item 61 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 120-150 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)



5 years or 100,000 miles (drive train)

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

- | | |
|---|---|
| Line Item 46 – Preparation Cost for All Other State Agencies
& Cooperative Procurement Agencies
(fee pertains to line item 41) | <u>\$1095.00/vehicle</u> |
| Line Item 60 – Delivery Cost
Total round trip per mile cost for contractor to deliver cooperative
procurement member and other state agency vehicles if requested. | <u>\$1.50 per mile not to exceed \$300.00</u> |

Vehicles will be delivered from Columbia, Missouri.



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 47

UNSPSC Code: 25101502

MAKE/MODEL: 2022 Ford Expedition Special Services Vehicle

PRICE: \$39,685.00

ENGINE: 3.5 liter V6 EcoBoost , Gasoline

FOUR WHEEL DRIVE

FRONT SEATS: Heavy duty bucket seats

Covered with heavy duty cloth fabric

No center console

6-way power adjusting driver seat required

SECOND ROW SEATING:

Heavy duty cloth fabric second row bench seat

THIRD ROW SEATING: None; Storage Bins

FLOOR COVERING: Vinyl floor covering

FRONT LICENSE BRACKET: Manufacturer's standard required

COLORS:

Standard production solid color exterior and standard interior trim

Colors will be selected after award

DELIVERY: 100-130 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 60,000 miles (drive train)

OPTION PRICING FOR LINE ITEM 47:

Line Item 48 – Extended Length (MAX) Option
(includes third row seating)

\$3,980.00

Line Item 49 –Second row 40/20/40 vinyl seating
in lieu of 40/20/40 cloth seating

\$50.00
(state credit)

Line Item 50 – Third row 60/40 cloth seating
Deletes third row storage bins

\$810.00

Line Item 51 – Factory installed running boards

\$400.00

Line Item 52 – Heavy-duty trailer tow package

\$790.00

(Includes 18" machined-faced aluminum wheels with painted pockets and 275/65R18 all terrain OWL tires in lieu of standard 17" steel wheels and tires (**standard length vehicle only, extended length (Max option) vehicle retains standard 17" steel wheels and tires**), Heavy-duty radiator, Integrated trailer brake controller, two (2) speed auto 4WD with neutral towing capability)

Line Item 61: Miscellaneous Option/Features

**for the purchase of options/features not specifically identified herein

PREPARATION COST FOR OTHER AGENCIES

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles processed through the vendor's dealership:

Line Item 53 – Preparation Cost for All Other State Agencies
& Cooperative Procurement Agencies
(fee pertains to line item 47)

\$1,095.00/vehicle

Line Item 60 – Delivery Cost

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested. Vehicles will be delivered from Columbia, Missouri.

\$1.50 per mile not to exceed \$300.00



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 54

UNSPSC Code: 25101505

Order Bank Closed

MAKE/MODEL: 2022 Ford Transit 250 Cargo Van AWD

PRICE: \$40,910.00

ENGINE: 3.5 liter V6 EcoBoost, Gasoline

ALL WHEEL DRIVE

WHEEL BASE: 147.6"

ROOF HEIGHT: Medium – 100.8"

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING:

Factory installed air conditioning

Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER:

Manufacturer's standard required

REMOTE KEYLESS ENTRY SYSTEM:

Remoted keyless entry system with minimum of two (2) keyless entry key FOBS

OUTSIDE REAR VIEW MIRRORS:

Long arm, power adjusting with turn signals

Heated required

FRONT SEATS:

10-way power adjusting driver and passenger seat required

Dark Gray cloth fabric

BLUETOOTH:

Factory Installed Bluetooth hands-free, includes dual USB ports and 4" multifunction display

SAFETY:

Pre-collision and post-collision auto braking

Lane alert

SIDE DOOR:

Manual sliding passenger side door with fixed privacy glass

REAR DOORS: Dual rear doors with fixed privacy glass

FOG LAMPS: Front fog lamps required

FUEL TANK: Extended range 31-gallon fuel tank

EXTERIOR UPGRADE OPTION:

Chrome timed headlamps, three (3) bar grille with chrome surround, and full silver wheel covers

AUXILIARY FUSE PANEL OPTION:

Aux. fuse panel with interface connector, dual AGM batteries, and modified wiring system

REAR POWER POINT: 12 volt power point located in rear of vehicle

FLOOR COVERING: Vinyl floor covering, front only

FRONT LICENSE BRACKET: Manufacturer's standard require

WHEEL WELL LINER: Black, Front

PAYLOAD: 9070 GVWR

COLORS:

Standard production solid color exterior and standard interior trim

Colors will be selected after award: Some color are \$200.00

DELIVERY: 120-150 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

OPTION PRICING FOR LINE ITEM 54:

Line Item 55 – Two (2) additional key with FOBS

\$600.00

Line Item 61: Miscellaneous Option/Features

**for the purchase of options/features not specifically identified herein

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 56 – Preparation Cost for All Other State Agencies
& Cooperative Procurement Agencies
(fee pertains to line item 41)

\$1095.00/vehicle



Line Item 60 – Delivery Cost

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

\$1.50 per mile not to exceed \$300.00

Vehicles will be delivered from Columbia, Missouri.



Contract Number: CC220022004

Contractor: Joe Machens Ford Lincoln

Line Item 57

UNSPSC Code: 25101505

Order Bank Closed

MAKE/MODEL: 2022 Ford Transit 350 Cargo Van Dual Rear Wheel AWD **PRICE:** \$46,080.00

ENGINE: 3.5 liter V6 EcoBoost, Gasoline

ALL WHEEL DRIVE

WHEEL BASE: 147.6"

ROOF HEIGHT: High – 110.1"

CRUISE CONTROL: Factory installed required

AIR CONDITIONING & HEATING:

Factory installed air conditioning

Integral heater and defroster

ELECTRIC REAR WINDOW DEFROSTER:

Manufacturer's standard required

REMOTE KEYLESS ENTRY SYSTEM:

Remoted keyless entry system with minimum of two (2) keyless entry key FOBS

OUTSIDE REAR VIEW MIRRORS:

Long arm, power adjusting with turn signals

Heated required

FRONT SEATS:

10-way power adjusting driver and passenger seat required

Dark Gray cloth fabric

SIDE DOOR:

Manual sliding passenger side door with fixed privacy glass

REAR DOORS:

Dual rear doors with fixed privacy glass

FOG LAMPS: Front fog lamps required

FUEL TANK: Extended range 31-gallon fuel tank

EXTERIOR UPGRADE OPTION:

Chrome timed headlamps, three (3) bar grille with chrome surrounds

Colors will be selected after award

AUXILIARY FUSE PANEL OPTION:

Aux. fuse panel with interface connector, dual AGM batteries and modified wiring system

REAR POWER POINT:

12 volt power point located in rear of vehicle

FLOOR COVERING: Vinyl floor covering front

FRONT LICENSE BRACKET: Manufacturer's standard required

WHEEL WELL LINER: Black, Front

PAYLOAD: 9,950 GVWR

COLORS:

Standard production solid color exterior and standard interior trim – Some colors are \$200.00.

OPTION PRICING FOR LINE ITEM 57:

Line Item 58 – Two (2) additional key with FOBS **\$600.00**

Line Item 61: Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

PREPARATION COST FOR OTHER AGENCIES (Excluding MSHP)

The vendor shall list the total vehicle preparation cost for all other state agencies and cooperative procurement vehicles (excluding MSHP) processed through the vendor's dealership:

Line Item 59 – Preparation Cost for All Other State Agencies & Cooperative Procurement Agencies **\$1095.00/vehicle**
(fee pertains to line item 57)



Line Item 60 – Delivery Cost

\$150.00 per mile not to exceed \$300.00

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Vehicles will be delivered from Columbia, Missouri.



CONTRACT SCOPE OF WORK

1.1 General:

- 1.1.1 The contractor shall provide Model Year 2022 Patrol Vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.
- 1.1.2 All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly omitted by the RFP specifications. Conversely, mandatory items that are considered non-standard by the manufacturer shall be provided as specified.
- 1.1.3 All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.
- 1.1.4 As applicable, all options must be factory installed.

1.2 Warranty:

- 1.2.1 The manufacturer's standard factory warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.
- 1.2.2 All warranty service must be performed in Missouri.

1.3 Delivery:

- 1.3.1 The patrol vehicles shall be shipped direct from the factory or assembly plant to the Missouri State Highway Patrol Garage, Highway 50 East at Shamrock Road, Jefferson City, Missouri, **FOB Destination, Freight Prepaid and Allowed**. Service or pre-delivery inspection by the contractor is not required.
- 1.3.2 Delivery must be made between the hours of 8:00 a.m. and 12:00 noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 1.3.3 Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.
- 1.3.4 Each vehicle shall be delivered with the owner's manual.
- 1.3.5 In the event the contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- 1.3.6 The contractor shall understand and agree that the vehicle preparation costs (line items 9, 15, 22, 27, 31, 40, 46, 53, 56, and 59) and the round trip per mile delivery charge (line item 60) shall only apply to local (cooperative procurement) government entities and all other state agencies making purchases off the contract. This shall not apply to the Missouri State Highway Patrol.



1.4 Financial Responsibility:

- 1.4.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

1.5 Repair or Replacement of Damaged Product:

- 1.5.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.



Appendix A
Satisfaction Survey



This satisfaction survey is provided for users to report good and/or poor contractor performance. Any contract user may complete the survey and return it to the buyer identified on page one of this notice.

Users are advised that serious contractor performance issues should be immediately reported to the buyer identified on page one of this notice.

GENERAL CONTRACT INFORMATION	
Contract Number and Contractor Name	Contract Number: Contractor Name:
Does the contract meet the needs of your state agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, please explain:
How could the contract be improved?	

Please complete the following form to document your agency's experience with the contractor.

CONTRACTOR PERFORMANCE	
Do the services provided by the contractor meet the requirements of the contract and as required by your agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, please explain:



Appendix A
Satisfaction Survey

Has your agency encountered any problems with the contractor? If so, how would you rate their ability to resolve the problem?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> Please explain:
Describe the responsiveness of the contractor to inquiries.	Please explain:
Describe your overall experience with the contractor.	Please explain:
Other –:	Please explain:

Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of prisoner transportation services for use by the Sheriff's Office to Security Transport Services, Inc., of Topeka, KS, under the terms and conditions of Johnson County, Kansas Contract No. 2020-079, an existing government contract.

RESOLUTION NO. 20906, March 28, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff's Office has a continuing need for prisoner transportation services to facilitate the transportation of fugitives apprehended outside the State of Missouri on original Jackson County warrants; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of these services to Security Transport Services of Topeka, KS, the Sheriff's previous vendor, under the terms and conditions of Johnson County, Kansas Contract No. 2020-079, an existing government contract, for the reason that this will allow the County to take advantage of discounts offered to large groups and/or entities; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be

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

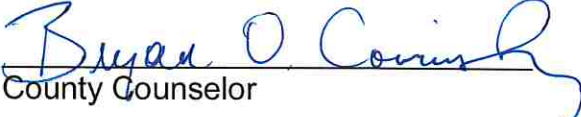
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20906 of March 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

3/23/2022

Date



Chief Administrative Officer

Request for Legislative Action

Res. No.: 20906
Sponsor: Ronald E Finley
Date: March 28, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20906
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	3/28/2022

Introduction
Action Items: ['Award']
Project/Title:
Awarding a Twelve-Month Term and Supply Contract with one Twelve-Month Option to Extend for the furnishing of prisoner transport services for use by the Sheriff's Office to Security Transport Services, Inc., of Topeka, Kansas, under the terms and conditions of Johnson County, Kansas, Contract No. 2020-079, an existing government contract.

Request Summary
<p>The Sheriff's Office has a continuing need for prisoner transportation services to facilitate the transportation of fugitives apprehended outside the State of Missouri on original Jackson County warrants. Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office and the Director of Finance and Purchasing recommends the award of a Twelve-Month Term and Supply Contract with one Twelve-Month Option to Extend for the furnishing of prisoner transport services for use by the Sheriff's Office to Security Transport Services, Inc., of Topeka, Kansas, under the terms and conditions of Johnson County, Kansas, Contract No. 2020-079, an existing government contract, for the reason that this will allow the County to take advantage of discounts offered to large groups and/or entities.</p> <p>This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The annual estimated use by the Sheriff's Office is \$125,000.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	3/18/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

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

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20426	May 11, 2020
18616	September 29, 2014

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

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

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Elizabeth A. Money at 3/18/2022 1:43:11 PM - [Submitted |]
Department Director: Michael L. Montgomery at 3/18/2022 2:20:49 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:48:56 PM - [Approved |]
Compliance: Katie M. Bartle at 3/21/2022 1:20:09 PM - [Approved |]
Finance (Budget): Mark Lang at 3/21/2022 3:48:39 PM - [Approved | No fiscal note required for a T&S contract.]
Executive: Sylvya Stevenson at 3/21/2022 4:18:51 PM - [Approved |]
Legal: Elizabeth Freeland at 3/24/2022 8:58:01 AM - [Approved |]

AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Shawnee)

Thomas L. Baumann of the city of Topeka
County of Shawnee State of Kansas being duly sworn on her or his oath, deposes and says,

1. That I am the President (Title of Affiant) of Security Transport Services Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Security Transport Services Inc. (Name of Bidder)

By: Thomas L. Baumann (Signature of Affiant)

President (Title of Affiant)

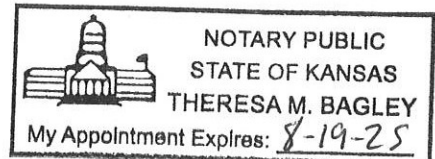
Subscribed and sworn to before me this 18 day of March, 2022

[Signature]

NOTARY PUBLIC in and for the County of Shawnee (SEAL)

State of Kansas

My Commission Expires: August 19, 2025



JOHNSON COUNTY STANDARD AGREEMENT AND CONTRACT CONDITIONS

Between

Security Transport Service ("Contractor")

And

Johnson County, Kansas, 111 S. Cherry Street, Suite 2100, Olathe, KS 66061 ("the County")
("Agreement")

Contract Terms and Conditions.

The following contract terms are hereby made a part of the Agreement:

1. Term. This Agreement is effective as of May 1, 2021 ("Effective Date"). The term of this Agreement shall be for a twelve (12) month period beginning on the Effective Date. The Parties may renew the AGREEMENT for four (4) additional periods of twelve (12) months each, on terms and conditions mutually agreed upon by both Parties.

2. Entire Agreement. The agreement between the parties includes: 1) this Agreement, 2) the County's Request for Proposal No. 2020-079 issued on 01/29/21 ("RFP") and 3) Contractor's Response to the RFP, including Contractor's Bid Forms attached hereto. This Agreement represents the entire agreement between the County and Contractor with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the County and Contractor regarding the same. In the event of any inconsistencies between the terms of this Agreement and the contract conditions in the documents reference and incorporated by reference above, this Agreement shall take precedence.

3. Good Standing. Contractor shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and any other applicable law.

4. Assignment. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior written consent of the County, which consent will not be unreasonably withheld, but in no event shall such consent relieve Contractor from its obligations under the terms of this Agreement.

5. Warranty of Ability to Perform. Contractor warrants there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of Contractor's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of Contractor's obligations, diminish Contractor's obligations, or diminish Contractor's financial ability to perform the terms of this Agreement. During the term of this Agreement, if any of the aforementioned events occur, Contractor must immediately notify, in writing, the County of the same.

6. Dispute Resolution. The parties are fully committed to working with each other throughout the term of this Agreement, and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the County each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.

7. Performance Standards. Contractor must warrant that all delivery and services provided pursuant to this Agreement are provided in accordance with industry standards and in a good and professional manner.

8. Governmental Restrictions. In the event any governmental restriction is imposed that would necessitate alteration of the quality or performance of the services to be provided under this Agreement, Contractor shall immediately notify the County, in writing, indicating the specific regulation that necessitates the alteration.

9. Amendment. This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.

10. Independent Contractor. Contractor shall be deemed an independent contractor, and not an employee of the County or Johnson County, Kansas Government for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State income tax code and third party liability claims, and that this Agreement shall be deemed an independent contract for services. Contractor shall not be entitled to any of the benefits that Johnson County offers to its employees including, without limitation, unemployment insurance, workers compensation insurance, health insurance, retirement benefits or paid leave of any sort. This Agreement shall not be construed or considered to be a partnership or joint venture, and the County shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing.

11. Nondiscrimination. In performing the services required hereunder, Contractor agrees to not discriminate on the basis of race, color, sex, gender, religion or creed, sexual orientation, gender identity or expression, pregnancy, age, disability, genetic information, ancestry or national origin, military status or membership in the military, or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management, recruitment and employment practices and with respect to availability and accessibility of products and services to the public.

12. Licensure; Insurance. It is understood and agreed by the County and Contractor that Contractor, at Contractor's own cost and expense, and for the duration of this Agreement, shall be appropriately licensed to perform the services required hereunder and shall be responsible for maintaining such licensure and/or certifications, if any, that may be required to perform such services. Further, Contractor, at its sole cost and expense, shall be responsible for, and hereby agrees to have and maintain, sufficient and adequate insurance for its obligations required under this Agreement as provided in the RFP. It is Contractor's sole responsibility to provide the County immediate written notice should any Contractor insurance be cancelled, reduced, or non-renewed. Failure of Contractor to provide such insurance or to provide notice of cancellation, reduction or nonrenewal shall not relieve Contractor of its obligations under this Agreement.

13. Indemnification. Contractor shall indemnify, protect, defend and hold the County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent the same (a) arise from claims or other causes of action brought by third parties (collectively hereinafter "claims") and (b) arise, directly or indirectly, out of, or from, Contractor's willful act, error, omission, negligence or breach of this Agreement, or by any of its officers, employees or agents, in the provision of services performed by or on behalf of Contractor under this Agreement.

14. **Compliance.** Contractor agrees to abide by all federal, state or local laws, ordinances and regulations applicable to this Agreement and the services provided hereunder.

15. **Funding Clause.** This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

16. **Coordination of Services; Project Representative.** Contractor shall coordinate all performance and services to be provided by Contractor under this Agreement with a designated representative from the County ("County Representative"). Whenever this Agreement requires, or it becomes necessary for, Contractor to advise, provide or communicate information to, or seek the approval of, the County in matters relating to Contractor's performance and services hereunder, Contractor shall direct all such communications and requests for approval to the County Representative. Further, Contractor shall, upon request, meet with the County Representative on a periodic basis to coordinate any and all activities, services and responsibilities required of Contractor under this Agreement.

17. **Termination.** This Agreement may be terminated by the County for its convenience upon thirty (30) days written notice to Contractor; or at any time by written agreement of both Parties. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

18. **No Waiver.** The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the County to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitations or the Kansas Tort Claims Act.

19. **Governing Law.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

20. **Severability.** All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

21. Tax Clearance for Taxes Owed to Local Governments. The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. The Contractor agrees it shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

22. Open Records. The terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and amendments thereto, and any applicable federal or state laws, or court order.

23. Counterparts and Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, by email in "portable document format" (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

24. Inspection And Acceptance: No equipment, supplies, and/or services received by County pursuant to this Agreement shall be deemed accepted until County has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services that are discovered to be defective or which do not conform to any warranty of Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection, which shall not be the case in the event a software as a service purchase) may be rejected. County reserves the right to return any such rejected shipment at Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to Customer.

25. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the County has agreed to binding arbitration, or the payment of liquidated damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond what is required by law, and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

26. Disclaimer Of Liability: No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any of its negligent acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

CONTRACTOR

By: Thomas L. Baumann

Thomas L. Baumann
Printed name

President
Title

Date: 5-9-21

JOHNSON COUNTY, KANSAS

Robin Lynes
By: Robin Lynes (Jun 15, 2021 10:21 CDT)

Robin Lynes
Printed name

Purchasing Manager
Title

Date: 06/15/2021

**CONTRACT AMENDMENT
TO
AGREEMENT FOR PRISONER TRANSPORTATION SERVICES
JOHNSON COUNTY, KANSAS AND SECURITY TRANSPORT SERVICES, INC.**

THIS CONTRACT AMENDMENT, made in Olathe, Johnson County, Kansas, and entered into as of the 11th day of August 2021 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and Security Transport Services, Inc., with offices located at 1643 SW 41st Street, Topeka, Kansas 66609 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the County entered into an agreement for *Request for Proposal No. 2020-079*) with the Vendor on June 15, 2021 (hereinafter the "AGREEMENT") for certain term and supply on-call transportation services of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff") and for the Johnson County Department of Corrections (hereinafter "Corrections"); and

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

WHEREAS, the County and Vendor hereby agree to amend the unit cost and minimum charge pricing terms of the AGREEMENT due to the COVID-19 pandemic.

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

1. COVID-19 Pricing. As of the Effective Date of this Contract Amendment, the unit cost and minimum charge pricing of the AGREEMENT shall be amended as follows:

Mileage will be calculated using Microsoft Streets and Trips, beginning at Topeka, Kansas to the pickup location, to the drop off location, and back to Topeka

Cost per round trip mile, male or female Interstate Ground: \$1.05 per mile from pick up to drop off.

Transportation Discount: Ten percent (10%) discount for each additional passenger when picked up and dropped off at same location.

Attempted Pick Up: The amount of bid if STS is en-route or arrived at pick up location.

Date Specific: \$325.00 + \$1.05 per mile from Topeka, KS to pick up to drop off.

Medication and Medical Issues: If prescription medication is not provided at pick up, the requesting agency will be billed the cost of the prescription plus 10%. Wait and travel time added will be billed at \$50.00 per hour. If medication is necessary for the health and well-being of the inmate is not provided, STS will not be able to transport until the inmate is free of symptoms and has a negative COVID test.

If STS officers are required to wait with an inmate while the inmate is receiving care or is hospitalized, the wait time will be billed at \$50.00 per hour plus the cost, if any, to send relief officers to that location so the transport officers can complete their assignment.

As a result of the ongoing pandemic, STS may have limited staff so additional time to pick up inmates may be requested or, on some occasions, STS may not be able to accept the requested transport.

Minimum Transport Charge is assessed instead of actual rates if the actual rates calculated would be less than \$325.00

Neither party will incur any liability to the other if its performance of any obligations under this contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include but are not limited to acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics, quarantines, insufficient personnel, general strikes throughout the trade, and freight embargoes.

2. Agreement Status. All of the terms and conditions of the AGREEMENT, not otherwise modified by, or made inconsistent with, the provisions of this Contract Amendment, shall remain in full force and effect, and shall be made binding on the parties hereto.

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

**SECURITY TRANSPORT SERVICES,
INC.**

JOHNSON COUNTY, KANSAS

By: Thomas Baumann
Thomas Baumann (Oct 21, 2021 13:46 CDT)
Thomas Bauman
President

By: Robin Lynes
Robin Lynes (Oct 21, 2021 14:07 CDT)
Robin Lynes
Purchasing Manager

Approved as to Form:

Nicholas Saldan

Nicholas Saldan
Assistant County Counselor

**CONTRACT AMENDMENT
TO
AGREEMENT FOR PRISONER TRANSPORTATION SERVICES
JOHNSON COUNTY, KANSAS AND SECURITY TRANSPORT SERVICES, INC.**

THIS SECOND CONTRACT AMENDMENT, made in Olathe, Johnson County, Kansas, and entered into as of the 1st day of January 2022 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and Security Transport Services, Inc., with offices located at 1643 SW 41st Street, Topeka, Kansas 66609 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the County entered into an agreement for *Request for Proposal No. 2020-079*) with the Vendor on June 15, 2021 (hereinafter the "AGREEMENT") for certain term and supply on-call transportation services of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff") and for the Johnson County Department of Corrections (hereinafter "Corrections"); and

WHEREAS, on August 11, 2021, the County and Vendor entered into a Contract Amendment to amend the unit cost and minimum charge pricing terms of the AGREEMENT due to the COVID-19 pandemic (hereinafter the "FIRST AMENDMENT"); and

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

WHEREAS, the County and Vendor hereby agree to further amend and revise the unit cost and minimum charge pricing terms of the AGREEMENT and FIRST AMENDMENT.

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

1. Revised Pricing. As of the Effective Date of this Second Contract Amendment, the unit cost and minimum charge pricing of the AGREEMENT and FIRST AMENDMENT shall be amended and revised as follows:

Mileage rate	\$1.11 per mile
Pickup fee per inmate	\$344.50

Mileage will be calculated using Microsoft Streets and Trips, and trips starting from the pickup address to the drop off address and back to the pickup, plus pickup fee. For special needs transports, such as a date specific or short notice (less than a six-day window for pickup) mileage will be calculated from Topeka, Kansas to pickup, drop off and back to Topeka, plus \$344.50 pickup fee.

Flight transport will be charged on a bid basis.

Cost of medications or medical treatment not as a result of negligence or cause of Vendor shall be the responsibility of the requesting agency.

Should an inmate require medical treatments or hospitalization en route due to pre-existing conditions or reasons not caused or attributed to Vendor, wait time for Vendor Officers will be charged at \$60.00 per hour.

2. **Agreement Status.** All of the terms and conditions of the AGREEMENT and the FIRST AMENDMENT, not otherwise modified by, or made inconsistent with, the provisions of this Second Contract Amendment, shall remain in full force and effect, and shall be made binding on the parties hereto.

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

SECURITY TRANSPORT SERVICES,
INC.

JOHNSON COUNTY, KANSAS

By: Thomas Baumann
Thomas Baumann (Feb 1, 2022 11:57 CST)
Thomas Bauman
President

By: Robin Lynes
Robin Lynes (Feb 1, 2022 13:01 CST)
Robin Lynes
Purchasing Manager

APPROVED AS TO FORM:

Nicholas Saldan
Nicholas Saldan
Assistant County Counselor

New Rates 01/22

Security Transport Services, Inc.

1643 SW 41st Street
Topeka, KS 66609
Phone: 785-267-3030
Fax: 785-267-7402

December 3, 2021

As a result of inflation and the need to increase wages to retain and recruit transport officers, Security Transport Services, Inc. finds it necessary to adopt this rate schedule effective January 1, 2022.

STS is in desperate need of hiring and training more Transport Officers, but Agency's requests for Transports will be accepted based on the ability of STS to meet the demand.

Mileage rate	\$1.11 per mile
Pick up fee per inmate	\$344.50

Mileage will be calculated using Microsoft Streets and Trips, and trips starting from the pickup address to the drop off address and back to the pickup, plus pickup fee. For special needs transports, such as a date specific or short notice (less than a six day window for pickup) mileage will be calculated from Topeka, Kansas to the pickup, drop-off and back to Topeka, plus \$344.50 pickup fee.

Flight transports will be charged on a bid basis.

Cost of medications or medical treatment not a result of negligence or cause of Security Transport Services, Inc. shall be the responsibility of the requesting agency.

Should an inmate require medical treatments or hospitalization en route due to pre-existing conditions or reasons not caused or attributed to STS, wait time for STS Officers will be charged at \$60.00 per hour.

Thank you.

Sincerely,



Thomas Baumann
President

per discussion with Thomas Baumann on 1/25/2022 the rate should be \$1.11 per mile for Mileage Rate. see correction above from \$1.18 to \$1.11 per mile. TLB

TLB

Event Number 2020-079 Addendum 2

Event Title SHR/COR Prisoner Transport Services

Event Description The County seeks bids for the transporting

Event Type IFB

Issue Date 1/29/2021 03:13:21 PM (CT)

Close Date 2/19/2021 02:00:00 PM (CT)

Johnson County, KS

Purchasing

Kyra Blatchford

kyra.blatchford@jocogov.org

(913) 715-0595

Organization

Workgroup

Event Owner

Email

Phone

Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
U.S. Corrections	Nashville	TN	2/19/2021 11:42:58 AM (CT)	11	\$5,365.00
Security Transport Services, Inc. Topeka		KS	2/15/2021 09:48:51 AM (CT)	19	\$7,499.62

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a sixty-month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Axon Enterprise, Inc., of Scottsdale, AZ, at an actual cost to the County in the amount of \$52,200.00 for 2022 and a total five-year cost of \$418,500.00, as a sole source purchase.

RESOLUTION NO. 20907, March 28, 2022

INTRODUCED BY Theresa Cass Galvin and Dan Tarwater III, County Legislators

WHEREAS, the Sheriff's Office desires to purchase new conducted electrical weapons (Tasers) to replace its aging supply of such weapons; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a sixty-month contract for the furnishing of these weapons to Axon Enterprise, Inc., of Scottsdale, AZ, at an actual cost to the County in the amount of \$52,200.00 for 2022 and a total five-year cost of \$418,500.00, as a sole source purchase; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, the Director further recommends that he not take competitive bids for these weapons for the reason that Axon Enterprise, Inc., is the only provider of the conducted electrical source weapons suitable for use by law enforcement; 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 Director of the Department of Finance is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20907 of March 28, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 4201 57520
ACCOUNT TITLE: General Fund
Sheriff's Office
Small Arms & Ammunition
NOT TO EXCEED: \$52,200.00

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



Date



Chief Administrative Officer

Request for Legislative Action

Res. #20907

Sponsor: Theresa Cass Galvin
and Dan Tarwater III

Date: March 28, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20907
Sponsor(s):	Theresa Galvin Dan Tarwater III	Legislature Meeting Date:	3/28/2022

Introduction

Action Items: ['Award']

Project/Title:

Awarding a sixty-month contract for the furnishing of conducted electrical weapons (Tasers) for use by the Sheriff's Office to Axon Enterprise, Inc., of Scottsdale, Arizona, as a Sole Source purchase.

Request Summary

The Sheriff's Office deploys conducted electrical weapons (Tasers) when a less than lethal option is feasible in an encounter. The current contract for these devices expires in 2022. The Tasers currently in use will soon surpass the recommended lifespan prescribed by the manufacturer.

Pursuant to Section 1030.1 of Chapter 10 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommend awarding a sixty-month contract to replace and upgrade these devices to Axon Enterprise, Inc., of Scottsdale, Arizona, as a Sole Source purchase. Research indicates there are no other manufacturers of conducted electrical weapons for law enforcement at this time.

The annual cost to the County will be as follows as outlined on the attached quote:

Year 1, April 2022, \$52,200
Year 2, April 2023, \$91,575
Year 3, April 2024, \$91,575
Year 4, April 2025, \$91,575
Year 5, April 2026, \$91,575

This results in a total cost to the County not to exceed \$418,500 over the sixty-month term of the contract. The funds for the first year of the contract are budgeted in 001-4201-57520 General Fund – Sheriff – Small Arms & Ammo.

Contact Information

Department:	Sheriff	Submitted Date:	3/14/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:		\$52,200	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$52,200	
Is it transferring fund?		No	
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4201 (Sheriff)	57520 (Small Arms & Ammunition)	\$52,200

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19817	April 9, 2018
19419	March 13, 2017

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

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

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

Request for Legislative Action

History

Elizabeth A. Money at 3/14/2022 9:33:17 AM - [Submitted |]

Department Director: Ronald A. Fletcher at 3/14/2022 9:58:33 AM - [Approved | Approved. Major Ron Fletcher]

Finance (Purchasing): Barbara J. Casamento at 3/21/2022 12:24:39 PM - [Approved |]

Compliance: Katie M. Bartle at 3/21/2022 1:25:55 PM - [Approved |]

Finance (Budget): Mark Lang at 3/21/2022 3:58:15 PM - [Approved | The fiscal note is attached.]

Executive: Sylvya Stevenson at 3/22/2022 1:54:17 PM - [Approved |]

Legal: Elizabeth Freeland at 3/24/2022 10:31:15 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 420122003 000

Date: March 21, 2022

RES # 20907
eRLA ID #: 429

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
001 General Fund		
4201 Sheriff's Office	57520 Small Arms & Ammunition	\$ 52,200
		<u>\$ 52,200</u>

APPROVED
By Mark Lang at 3:57 pm, Mar 21, 2022

Budget Office



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing Department

From: Sergeant Marshall Cole

Re : Axon Enterprise, Inc. Sole Source Provider

Date: 03-02-2022

This memorandum is to request Sole Source designation for Axon Enterprises Inc. for the proposed T-7 Taser, Taser equipment, Taser certification bundle, and T-7 docking stations to be utilized by the Jackson County Sheriff's Office. This updated equipment will replace the Taser X-2 currently in use by the Sheriff's Office. The Taser X-2 currently in use, will soon expire and surpass the recommended software lifespan prescribed by Axon.

A sole source justification exists because Axon Enterprises Inc. is the only source to provide the services required to satisfy the Jackson County Sheriff's Offices' needs regarding the Taser. Axon is also the sole distributor of all Taser product packages in the United States of America.

Respectfully,

Marshall Cole #20/0382

Sergeant Marshall Cole #20



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General.**

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Jackson County Sheriff's Office
Attn: Sgt Marshall Cole
Street Address: 4001 NE Lakewood Court
City, State, Zip: Lee's Summit, MO 64064
Email: Mcole@jacksongov.org

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

Jackson County Sheriff's Office

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “**ACEIP Purposes**”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content (“Use Case”). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes “**Duty Cartridge Replenishment Plan**”, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “**Training Content**”), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-370428-44634.582AB

Issued: 03/14/2022

Quote Expiration: 03/31/2022

EST Contract Start Date: 04/01/2022

Account Number: 109638

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Jackson County Sheriff's Office 4001 Northeast Lakewood Court Lee's Summit, MO 64064 USA	Jackson County Sheriff's Office - MO 4001 NE Lakewood Court Lees Summit, MO 64064-1703 USA Email: jcsoaccountspayable@jacksongov.org

SALES REPRESENTATIVE	PRIMARY CONTACT
Ashley Bittl Phone: Email: abittl@taser.com Fax: (888) 855-5281	Phone: (816) 541-8017 Email: mcole@jacksongov.org Fax:

Program Length	60 Months
TOTAL COST	\$418,500.00
ESTIMATED TOTAL W/ TAX	\$418,500.00

Bundle Savings	\$95,787.31
Additional Savings	\$33,366.34
TOTAL SAVINGS	\$129,153.65

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 1	Apr, 2022	\$52,200.00	
Year 2	Apr, 2023	\$91,575.00	
Year 3	Apr, 2024	\$91,575.00	
Year 4	Apr, 2025	\$91,575.00	
Year 5	Apr, 2026	\$91,575.00	

Quote Details

Bundle Summary		
Item	Description	QTY
T7Dock	2021 T7 Dock	1
T7Cert	2021 Taser 7 Certification Bundle	125

Bundle: 2021 Taser 7 Certification Bundle Quantity: 125 Start: 4/1/2022 End: 3/31/2027 Total: 418500 USD			
Category	Item	Description	QTY
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	3
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	125
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	375
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	375
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	125
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	250
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	250
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	150
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	250
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	250
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	2
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	125
Other	80395	EXT WARRANTY, TASER 7 HANDLE	125
Other	80395	EXT WARRANTY, TASER 7 HANDLE	4
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	150
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2

Bundle: 2021 T7 Dock Quantity: 1 Start: 4/1/2022 End: 3/31/2027 Total: 0 USD			
Category	Item	Description	QTY
Dock Options	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/14/2022

Jackson County, Missouri

AFFIDAVIT

STATE OF Arizona)
) SS.
COUNTY OF Maricopa)

Robert E. Driscoll, Jr. of the city of Scottsdale
County of Maricopa State of Arizona being duly sworn on her or his oath, deposes and says,

1. That I am the VP, Assoc. Gen. Counsel (Title of Affiant) of Axon Enterprise, Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Axon Enterprise, Inc. (Name of Bidder)
By: [Signature] (Signature of Affiant)
VP, Assoc. Gen. Counsel (Title of Affiant)

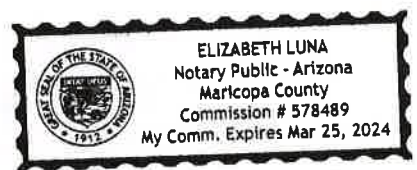
Subscribed and sworn to before me this 2nd day of March, 2022

Robert E. Driscoll, Jr.

NOTARY PUBLIC in and for the County of Maricopa (SEAL)

State of Arizona

My Commission Expires: 3/25/24





FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER #22-07

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: MARCH 24, 2022

RE: REAPPOINTMENTS TO THE PENSION PLAN BOARD OF TRUSTEES

RECEIVED

MAR 24 2022

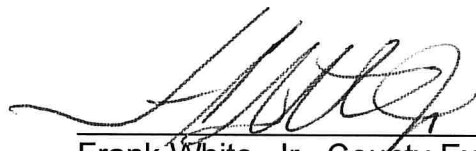
*JAK
11:30 am*

**MARY JO SPINO
COUNTY CLERK**

Pursuant to section 1540.1.c.iv of the Jackson County Code I hereby make the following reappoints:

Mary Rogan-Barnes is reappointed as an Independent Business Executive member of the Pension Plan Board of Trustees for a term to expire February 17, 2026.

B. Stephen Gillis is reappointed as an Independent Business Executive for a term to expire February 17, 2026.



Frank White, Jr., County Executive

Dated: _____

3/24/22



FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER #22-08

TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE
FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE
DATE: MARCH 24, 2022
RE: RESCIND EXECUTIVE ORDER 22-01

RECEIVED

MAR 24 2022

MARY JO SPINO
COUNTY CLERK

*JWK
1:10 pm*

I hereby rescind Executive Order 22-01, dated January 7, 2022. Bridgette Shaffer, MPH has returned to work, resuming her duties as Jackson County Health Director. Ray Dlugolecki, MPH remains in the office and continues to serve as Community Health Promotion Manager.

Frank White, Jr.
Jackson County Executive

Date: 3/24/22

