

### Jackson County Health Department October 14-21, 2020

### COVID-19

#### Data

\*\*More in depth data can be found on the <u>JACOHD</u> <u>dashboard</u>.

#### **JACOHD**

- Total Positive Cases- 9,549
- Total Hospitalizations- unavailable
- Total Deaths- 117
- Presumed Recoveries-unavailable
- Individuals tested

   87,213

#### Totals This Week:

- Cases-388
- Hospitalizations-unavailable
- Deaths-0

#### **KC** Region

- Total Cases- 51,618
- Total Deaths- 728

## Current Outbreaks

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

Jefferson Healthcare of Lee's Summit

56 cases

Blue Hills Rest Home

60 cases

Willow Creek Memory Care

6 cases

**Jackson County Detention Center** 

53 cases

Redwood of Independence

37 cases

John Knox Village Care Center

61 cases

Polytainers, Inc.

14 cases

Wilshire at Lakewood Care Center

136 cases

Sunterra Springs Independence

24 cases Autumn Terrace 58 cases

Highlands Group Home

5 cases

Connection Point Church Raytown

5 cases

### JACOHD/TMC Sponsored

**Testing** 

Ongoing weekly widespread testing at outbreak facilities

Thursday Oct. 22, 2020 at 10:00am – 2:00pm - Connection Point Church Raytown

Friday Oct. 23, 2020 at 10:00 – 2:00pm - Independence Unity of Independence

Monday Oct. 26, 2020 – 10:00-2:00pm - Lee's Summit 616 NE Douglas St.

Tuesday, Oct. 27, 2020 – 10:00-2:00pm - Grandview Metro Christian Fellowship Church

#### Symptomatic Testing

Call 816-404-CARE

### **PPE Supply**

The PPE burn rate exceeds the supply rate

# Testing Supply

Varies. The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC five days a week.

### **JCDC Testing**

53 cases identified and awaiting testing on additional inmates and staff.

### Weekly 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

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

A RESOLUTION authorizing the Director of Parks + Rec to execute a License Agreement with Social House Entertainment, LLC, of Overland Park, KS, for the Shake the Lake Country Music Festival, at no cost to the County.

RESOLUTION NO. 20519, October 12, 2020

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, Social House Entertainment, LLC, desires to utilize Jackson County's Longview Lake Beach, a portion of the Longview Lake Trail, the Balloon Port, Shelters 10, 11, 12, 13, and 14, and their surrounding grounds, to host its Shake the Lake Country Music Festival on [May 22] September 11, 2021; and,

WHEREAS, the attached License Agreement between the Jackson County Parks + Rec Department and Social House Entertainment, LLC, is an appropriate mechanism to set out the mutual responsibilities of each party regarding this event; and,

WHEREAS, the recommended agreement is at no cost to the County; and,

WHEREAS, attendance at the event will be capped at 5,000 persons with the County having the right to cancel, reschedule, or modify the event, for reasons including but not be limited to, inclement weather and COVID-19 restrictions and guidelines in place at the time of the concert; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute the attached License Agreement with Social House Entertainment, LLC, of Overland Park, KS.

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	
	d resolution, Resolution No. 20519 of October 12,, 2020 by the Jackson County s follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

### Jackson County Parks + Rec

### **License and Professional Services Agreement**

THIS	AGREEMENT	made	and	entered	into	this		day	of
	, 2020, by a	nd bety	veen	JACKSO	N CO	UNTY,	MISSO	OURI	l, a
political sub	odivision of the St	tate of	Misso	uri, actin	g by a	and thro	ugh its	Cou	nty
Executive (h	nereinafter called "	the Cou	inty")	and Soci	al Hou	ise Ente	rtainme	ent, L	LC
(hereinafter	called "SHE").								

Whereas, SHE is endeavoring to attract, promote, and conduct the event "Shake the Lake Festival", which will feature national recording stars, and exhibits such as local restaurants, bars and commercial vendors; and

WHEREAS, SHE is desirous of obtaining permission to have such an event at the County's Longview Lake Beach, a portion of the Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds; and

WHEREAS, the County acknowledges the benefits to Jackson County and Kansas City communities of attracting an entertainment event to Jackson County, which will promote goodwill and encourage family outings to Jackson County Park facilities.

### IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

#### WITNESSETH:

1. <u>Subject Property and Period of License.</u> Subject to the conditions hereof, County agrees to furnish, for the use and control by SHE for purposes hereinafter named, all of County's property and

improvements known as Longview Lake Beach (Beach opening for then 2021 season is subject to the County's Covid-19 restrictions/guidelines), a portion of the Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds (hereinafter, the "Property"). The Property will be used by SHE for the purpose of conducting an Event known as "Shake the Lake Festival" (hereinafter, "The Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before Friday, June 4, 2021. The period of SHE's possession and use shall commence at 8:00 o'clock a.m. Thursday, September 9, 2021 and terminate at 8:00 o'clock p.m. on Sunday, September 12, 2021. SHE will utilize entirely professional companies to produce the event.

- Control of Property. In granting a license of said Property to SHE, the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.
- 3. Exhibitors. SHE may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the County's approval of individual contractors. Exhibitors may begin setting up at 8:00 o'clock a.m. Thursday, September 9, 2021 to install exhibits, equipment and concessions, and all such material shall be moved from said Property on or before 8:00 o'clock p.m. on Sunday, September 12, 2021.

In the event that several portions of the said Property are not vacated by SHE and its contractors on the date above named as the end of term for which said portions of said Property are respectively licensed or let to SHE, then the County shall be, and is hereby authorized upon notice to SHE to remove from the Property, at the expense of SHE all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal of the place to which it may be removed, and SHE hereby expressly releases the County from any and all claims for damages of whatever kind or nature.

4. Structures Allowed and Removal of Structures. The County gives its permission for the temporary construction of any security fencing, barriers, platforms, tents and staging by SHE and any of the exhibitors and concessions. SHE must contact Dig-Rite prior to the placement of said equipment to insure no damage to utility lines. The locations of these structures are to be pre-approved by the County. The expense of any such construction and or the removal of any such features so constructed shall be borne by SHE and any damage to said Property, caused by the construction and/or removal of such fencing, platforms, tents, staging, or inflated obstacles, as determined by the County, shall be paid by SHE. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. SHE may begin installation of structures, utilities, and facilities on Thursday, September 9, 2021. SHE must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, June 4, 2021. SHE and County will conduct a walk-through of property prior to any temporary construction.

- a. SHE may erect security fencing, barriers, staging, tents, and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County. Tents placed on asphalt or concrete must be secured with concrete weights.
- b. SHE has permission to use a public address system to make announcements regarding the event and, as the area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. SHE may install a temporary power distribution system to provide electricity to the property. The systems will be designed and installed by a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.
- 5. Refuse and Waste Disposal. The Shake the Lake operations team is responsible for clean up during and following the event, returning the property to its condition prior to the event. Jackson County will provide a trash dumpster and barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide nine associates to assist the Shake the Lake Festival Operations Team with the emptying of barrels, refilling liners and policing the area for refuse in a timely manner during the Event and clean-up following the Event. Areas of clean-up include all the Property as designated in condition #1. SHE

shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. SHE shall dispose of the contents of such containers at landfills outside of the Property, in accordance with federal, state and local law.

- Emergency Medical Services SHE shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.
- 7. <u>Fire Suppression.</u> SHE is responsible for the furnishing of fire extinguishers where necessary. All concessionaires must provide fire extinguishers in cooking areas at each of their locations on said Property.
- 8. <u>Hazardous Materials / Propane Container.</u> SHE is responsible for the proper storage and transportation of hazardous materials. SHE will provide security during the entire occupancy of the property to control public access. SHE will be responsible for securing all applicable state and local licenses and must provide those to the County no later than <u>Friday</u>, <u>August 13, 2021</u>.
- 9. Electricity. In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by SHE between Thursday, September 9, 2021 and Sunday, September 12, 2021, it shall be paid at the current rate by SHE. All lights or electrical power used by SHE in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by SHE within a 30-day period.
- 10. <u>Law Observance</u>. SHE shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to,

and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of SHE is called to a violation on the part of SHE or any person employed by SHE, SHE shall immediately desist from and correct such violation. Similarly, SHE shall adhere to the safety requirements of the Event insurer(s).

County understands and agrees that this license includes the rights of SHE to completely control entrance to the grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. SHE shall be responsible for providing adequate security personnel. Eighteen (18) uniformed off-duty law enforcement officer's to provide event security and no less than eight (8) off-duty law enforcement officers will provide traffic control at the following intersections on Raytown Road: Two law enforcement officers at Raytown and High Grove Road, two law enforcement officers at Raytown and Pittenger Road, two law enforcement officers at Raytown and Longview Road and 2 law enforcement officers at Raytown and 109th Street. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

SHE will assume responsibility for the hiring of contractual parking personnel to control the flow of traffic and the parking of vehicles in

the areas of general parking, handicap parking and VIP parking. The County will provide eight Park Rangers during the EVENT. The Park Rangers will assist contractual parking personnel, provide security on portions of the Longview Trail and festival grounds and enforce Chapter 50 Regulations. SHE will provide directional signage to the event, traffic cones and barricades. The Jackson County Public Works Department will place electronic signs on Raytown Road providing public service information for the event.

- 12. No Defacement or Destruction of Property and Conservation.

  SHE shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is not injured, marred, or defaced in any manner, nor shall SHE make any alterations of any kind thereon. Furthermore, SHE shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, SHE shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.
- 13. Reserved Rights. SHE is specifically granted the right to sell refreshments and other merchandise, to take photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. SHE will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. Longview Lake Beach will be listed and referred to as the host site of the Event

- on all brochures, fliers, websites, social media and advertisements pertaining to the Event.
- 14. <u>Concessions.</u> Regarding the operation by SHE of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:
  - a. The County shall approve all facilities by number, type and location.
  - b. The County shall approve all concessions offered by SHE as to the vendor, personnel, and products to be offered.
  - c. SHE shall require that all sponsors with booths serving food/drink obtain and have available on-site all permits and documents required by the State and County for the operation of concession stands.
  - d. The concession stands may sell sandwiches, grilled foods, fresh produce and vegetables, packaged foods, non-alcoholic and alcoholic beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations as of September 11, 2021.
  - e. SHE is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
  - f. Concession stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
  - g. SHE shall adhere to the following conditions in all food service operations:
    - Stands must be thoroughly cleaned and new paper placed on shelves before being put into service;

- Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently;
- iii. Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
- iv. Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
- No food items shall be stored on ice in which drinks are to be cooled.
- 15. Rowdy Ribbits. SHE shall enter into a separate agreement with the owners of Rowdy Ribbits Water Sports Park for use of its facility during the Event. SHE will be responsible for making direct payment to Rowdy Ribbits for services rendered during the Event.
- **Assignment.** SHE shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.
- 17. No Responsibility for SHE Property on County Premises. SHE assumes all responsibility and the County assumes no responsibility whatever for any Property of SHE exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.
- 18. <u>Indemnification and Insurance.</u> SHE agrees to indemnify and hold the County and the United States Army Corps of Engineers harmless from and against any and all liability and loss which the County and

the Army Corps of Engineers shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any SHE's employees, contractors, or SHE's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County and the United States Army Corps of Engineers or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County and the United States Army Corps of Engineers that is or may be covered by the immediately preceding indemnification obligation, SHE shall be solely responsible for defending the same at SHE sole cost and SHE shall maintain Workers' Compensation Law and expense. Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. SHE shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County and the United States Army Corps of Engineers are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of SHE under this Agreement. Any insurance or self-insurance maintained by the County and the United States Army Corps of Engineers shall be excess and shall not contribute with SHE's insurance with respect to liability of SHE hereunder, but shall be primary with respect to liability of the County and the United States Army Corps of Engineers hereunder. Any deductibles or self-insured retentions shall be at the expense of SHE

with respect to liability of SHE hereunder, shall be at the expense of County and the United States Army Corps of Engineers with respect to liability of the County and the United States Army Corps of Engineers hereunder.

The limits of liability shall not be less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage, subject to a \$2,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

SHE shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by SHE or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing SHE insurance pursuant to the above requirements shall be issued to the County by Friday, August 13, 2021, and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. Best Rating of not less than A-VI, unless otherwise agree to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County.

19. Off-Street Parking / Light Towers. SHE is permitted to allow parking by Event participants and the public in designated grassy fields of the Property unless inclement weather prohibits grass parking. SHE must place light towers in all designated areas outlined and approved by County. Total number of light towers needed will be agreed upon by County and SHE (to include, but not limited to beachfront, event area, grassy fields, Shelter #12 parking lot and portions of the Longview Trail to ensure the safety of the participants). SHE will provide the County with a diagram showing the planned grassy parking areas, an alternate plan if grassy areas should are not available, ridesharing drop-off, ADA accessible parking and light tower placement by Friday, June 4, 2021 as agreed by both parties.

- 20. <u>Fire.</u> In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to SHE for any damages caused thereby.
- 21. Security. SHE shall be responsible for providing adequate security personnel at all times during the occupancy to include over night on-site security. Overnight on-site security officers shall report the evenings of September 9-September 11, 2021, no later than 7:00 o'clock p.m. and remain on site until 8:00 o'clock a.m. Security personnel may be comprised of off duty law enforcement officers and T-shirt security.
- **Allocation of Revenue.** SHE will pay to the County a non-refundable deposit of \$14,400 to reserve Longview Lake Beach, portions of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14

and its surrounding grounds, known as the Property, for said Event.

This fee is to be paid upon execution of this Agreement.

SHE will pay to the County a base fee of \$28,800, less the \$14,400 deposit, for the use of Longview Lake Beach, portions Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds as outlined in this Agreement. This base fee must be paid in full by Thursday, August 12, 2021, 30 days prior to the event. If full payment of \$28,800 is not received by 4:30 p.m., Thursday, August 12, 2021, Jackson County Parks + Rec reserves the right to cancel the use of Longview Lake Beach, portions of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds, known as the Property, as outlined in this Agreement for said Event.

- 23. <u>Cancellation Policy</u>. SHE will pay 50% of the base fee, \$14,400, if SHE cancels the Event less than 60 days from the event date.
- 24. <u>Cash or Performance Bond.</u> On or before <u>Thursday</u>, <u>August 12</u>, <u>2021</u> SHE shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of <u>\$10,000</u> to ensure any costs of repair and restoration of the Property required under paragraphs 3,4, and 11 and any other costs due the County from SHE.
- **Sales Tax.** SHE shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admissions, parking, food, beverages, and other merchandise at the Event.
- 26. <u>Conditions Precedent.</u> The parties understand and agree that this Agreement shall have no effect if the United States Army Corps of

- Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.
- 27. Approval, Consent, and Notice. Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to SHE shall be made or given by or to Nick Noland. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.
- 28. Portable Restroom Facilities. Jackson County will be responsible for securing portable restrooms and hand washing stations for SHE at an additional cost to SHE. SHE must notify County no later than two weeks prior to the Event of the order to be placed for the above mentioned equipment. Payment for the rental of said equipment shall be due at the time the order is placed.
- 29. <u>County Liaison.</u> The County will provide a Park Employee to assist SHE in utilizing Longview Lake Beach, a portion of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds for said Event.
- 30. Beach Front / Lifeguards. The County will provide use of the Longview beach front, beach restrooms, and patio and beach house concession stand for use as the VIP area. VIP ticket holders may swim from 3:00 p.m. until 7:30 p.m. The water will be cleared at 7:30 p.m., at which time, county staff will install temporary fencing along the shoreline to prevent guests from entering the water. At the expense of SHE, the County will provide six (6) Red Cross Certified

Lifeguards to monitor the beach from 3:00 p.m. to 7:30 p.m., as well as after 7:30 p.m., two (2) lifeguards will remain on the beach until the area is cleared of patrons, at the conclusion of the concert. Payment for lifeguards must be received on or before Friday, August 13, 2021. A minimum of two (2) uniformed off-duty law enforcement officers will patrol the beachfront area for event safety and the enforcement of the beachfront curfew.

- 31. Emergency Management Plan. SHE will provide to the County an Emergency Management Plan on or before Friday, June 4, 2021 to include, but not be limited to a Communication Plan, Evacuation Plan, Emergency Vehicle Access Plan and Command Post Plan.
- 32. Right to Cancel. The County/Department Appointing Authority will have the right to cancel or reschedule this event for good cause to include, but not be limited to, inclement weather and Covid-19 restrictions/guidelines in place at the time of the event.

Jackson County Parks + Rec and Social House Entertainment, LLC agree that further addendums to this Agreement may be necessary when defining specific responsibilities pertaining to this event.

By accepting this Agreement, Social House Entertainment, LLC assumes all financial responsibilities associated with the "Shake the Lake Festival" event as outlined in this Agreement.

	Jackson County Parks + Rec
	Michele Newman, Director
Approved as to Form:	Date
Jay Haden	Social House Entertainment, LLC
County Counselor's Office	Nick Noland, Owner
	Date

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

AN ORDINANCE transferring \$230,911.00 within the 2020 General Fund and appropriating \$515,821.00 from the undesignated fund balance of the 2020 Grant Fund, in acceptance of the Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the acceptance and expenditure of grant funds.

**ORDINANCE NO. 5436**, October 26, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$284,910.17 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit and the cost of a new vehicle with equipment for use by the DWI Traffic Unit, for the period of October 1, 2020, to September 30, 2021; and,

WHEREAS, the grant is subject to a local match in the amount of \$230,911.00; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of a grant contract with the Missouri Department of Transportation, Traffic and Highway Safety Division; and,

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

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

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
General Fund			
Sheriff	14202.00.00000	2010 100	
001-4201	56798- Grant Match	\$230,911	
Operating Transfers			E0.40.40.40
001-9100	56105- Operating Transfers Out		\$230,911
Grant Fund			
DWI Unit			
010-4215	47070- Operating Transfers In	\$230,911	
010-4215	45937- Increase Revenue	\$284,910	
010-2810	Undesignated Fund Balance		\$515,821
010-2810	Undesignated Fund Balance	\$515,821	ψ010,021
D)A/I I I = 14			
DWI Unit	55040 B		0047 070
010-4215	55010- Regular Salaries		\$317, 679
010-4215	55030- Overtime Salaries		\$23,500
010-4215	55040- FICA Taxes		\$24,310
010-4215	55050- Pension Contributions		\$49,335
010-4215	55060- Insurance Benefits		\$39,797
010-4215	57190- Wearing Apparel		\$7,200
010-4215	58120- Vehicles		\$44,600
010-4215	58170- Other Equipment		\$5,400
010-4215	58171-		
	Personal Computer/Access		\$4000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached grant contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

APPROVED AS TO FORM: I hereby certify that the attached ordinance, Ordinance No. 5436 introduced on October 26, 2020, was duly passed on \_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows: Yeas \_\_\_\_ Absent Abstaining This Ordinance is hereby transmitted to the County Executive for his signature. Mary Jo Spino, Clerk of Legislature Date I hereby approve the attached Ordinance No. 5436.

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

County Executive.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:

001 4201 56798

ACCOUNT TITLE:

General Fund

Sheriff

Grant Match

NOT TO EXCEED:

\$230,911.00

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

ACCOUNT NUMBER:

010 2810

ACCOUNT TITLE:

**Grant Fund** 

Undesignated Fund Balance

NOT TO EXCEED:

\$515,821.00

Date

Interim Chief Administrative Office

		CONTRACT				
Form HS-1	Revision Reason: Wording		Version: 2	07/07/2020		
Missouri Department of Transportation Highway Safety and Traffic Division P.O. Box 270 830 MoDOT Drive Jefferson City, MO 65102 Phone: 573-751-4161		Project Title: Project Number: Project Category: Program Area:	Dedicated Impaired Driving E 21-154-AL-041 Transfer 154/164 Alcohol	nforcement		
Fax: 573-634-5977	of Grantee	Funding Source:	154 AL / 20.607			
Jackson County Sheriff's Office  Grantee County  Jackson  Grantee Address  4001 NE Lakewood Court		Type of Project: Initial Started: 10/01/2020				
		State: Local: Total:	Federal Funds Benefiting \$284,910.17 \$284,910.17			
			Source of Funds			
Telephone 816-524-4302	Fax 816-795-1969	State: Local: Total:		\$284,910.17 \$230,910.17 \$515,820.34		
Effective: 10	ct Period /01/2020 /30/2021	Prepared By Wilson, Scott				
Subrecipient Authorizing	Official		Date			
Subrecipient Project Director			Date			
MHTC Authorizing Official		AT A TO	Date			

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$284,910.17**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

#### I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

#### II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

#### IV. EQUIPMENT

- A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:
  - 1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
  - Price or rate quotations shall be solicited from at least three (3) qualified sources;
  - All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
  - 4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
  - 5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
  - 6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
- B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.
- C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

#### V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request. D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

#### VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB\_Guidance\_on\_FFATA\_Subaward\_and\_Executive\_Compensation\_Reporting\_08 272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source:
- D. Location of the entity receiving the award and the primary location of performance under the award, including the
  city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

#### VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient-or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

#### VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis
  of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title
  VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of
  1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of
  the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are
  Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the
  basis of disability in the operation of public entities, public and private transportation systems, places of public
  accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards
  against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by
  ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to
  programs (70 FR at 74087 to 74100).

The State highway safety agency-

- 1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply)
  with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts,
  documents, information, facilities, and staff, and to cooperate and comply with any program or compliance
  reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination
  Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- 5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

- 4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

#### IX. STATUTORY AND REGULATORY REQUIREMENTS

- A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:
  - 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
  - Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
  - 4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
  - Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
  - 6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.
- X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.
- XI. <u>INDEMNIFICATION</u> Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

#### **OPTION 1**

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
  - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.
- **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.

#### **OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

- XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.
- XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. <u>ASSIGNMENT</u> The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. <u>LAW OF MISSOURI TO GOVERN</u> This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. 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.
- XVII. <u>SECTION HEADINGS</u> All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

#### XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

#### XIX, FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

#### XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program
    approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate
    agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### XXI. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### XXIII. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)
   (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:</u>

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its
  principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
  excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

- Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
- 2. All vehicles must be manufactured or assembled in the United States of America regardless of cost. www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

## XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at <a href="https://www.trafficsafety.org">www.trafficsafety.org</a>.

#### XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

	CONTRACT CONDITIONS - PAGE 11
XXIX.	PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS  All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

#### CONTRACT REQUIREMENTS

#### THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  - 1. Title of the class
  - 2. Date(s) and location of class
  - 3. Printed Name and signature of attendees (unless otherwise prohibited)
  - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

#### THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

#### A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

#### **B. PROJECT ACTIVITIES**

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- Subrecipient should report monthly or at least quarterly to MHTC using the Grant Enforcement Activities Monthly Report Form.
- 5. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <a href="https://mobilization.rejis.org/">https://mobilization.rejis.org/</a>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

### C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

### D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

### E. DRUNK DRIVING ENFORCEMENT PROJECTS

- 1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
- 2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

### F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

- 1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
- 2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
- 3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

### PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 24.2 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Jackson County Impaired Driving Crashes (as reported by MSHP Crash Data)

2012 - 752

2013 - 815

2014 - 688

2015 - 662

2016 - 650

2017 - 816

2018 - 842

Jackson County Impaired Driving Fatal Crashes (as reported by MSHP Crash Data)

2012 - 10

2013 - 13

2014 - 13

2015 - 10

2016 - 10

2017 - 16

2018 - 6

Viewing the average number of impaired driving related fatalities during the first three years of the charts above, to the average of the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been significantly reduced since 2012, after a significant increase in 2017. When comparing the first years of the Jackson County TSU the number of fatality crashes have been cut in half. This rapid reduction began when funds were first granted by HSD for the formation of the Traffic Safety Unit. It's also obvious that in three of the last five years, the number of impaired driving traffic crashes appeared to have "flatlined," but show a significant increase in 2017. The redeployment of the TSU, and focused enforcement helped to obtain a 120 % decrease in FY 2018. This reduction may lead some to the flawed perception that "we're doing all we can do."

The TSU refuses to accept that "there just aren't that many impaired driver's out there anymore." As long as impaired driving fatalities remain higher than zero, their remain more impaired drivers to be detected, and arrested. A quote which truly narrates the battle the TSU, and all DWI Enforcement in the state of Missouri face, was best said by H.G. Wells in a book titled "The Time Machine" which states "Nature never appeals to intelligence until habit and instinct are useless. There is no intelligence where there is no need of change."

This statement outlines the very basic fact that human nature often times works in direct contradiction of intelligence and self-preservation when there is no deterrent for the actions, continued impaired driving fatalities proves this hypothesis. Keeping this unfortunate reality in mind the mission of the TSU must continue. The TSU must continue to be the "need for change" through aggressive enforcement and education, which quite possibly could be the catalyst to implant the intelligence missing from the equation, as described by H.G. Wells.

The investigation of impaired driving offenses is an integral part of all law enforcement officers' skill sets. Agencies such as the Austin, TX Police Department have evaluated the success of Full-Time DWI Enforcement Units compared to patrol. It is estimated that there is only one arrest for every 88 incidents of a person driving with a blood alcohol concentration over the legal limit (Zador, 2001.) Two reasons that are often cited for why there are not more arrests are the complexity of the DWI arrest process, and the length of time the officer must devote to processing the offender and completing the paperwork (Jones, Lacey, and Wiliszowski, 1998).

When considering the efficacy of DWI Enforcement conducted by patrol deputies, versus by dedicated impaired driving enforcement deputies, keep the following in mind:

### Patrol Deputy:

-Receives initial DWI investigation training at the academy, and possibly refreshers once or twice in career.

- -Performs SFSTs sometimes only a few times a year, or not at all, and is thus not comfortable with them.
- -Subject to pressures of call volume and other serious crimes, may not invest the time in DWI investigations.
- -Viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders.
- -May not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

Dedicated Impaired Driving Enforcement Deputy:

- -Receives regular continuing education in DWI enforcement.
- -Performs SFSTs on a regular basis, is comfortable conducting, and testifying about the tests.
- -ls assigned full-time to DWI enforcement, not subject to pressures of call volume or other serious crimes.
- -Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.

During fiscal year 2020, the Sheriff's Traffic Safety Unit arrested 456 subjects for driving while intoxicated. During that same period, deputies assigned to Patrol, and other divisions of the Sheriff's Office arrested 28. Of the 28 DWI arrests made by deputies outside the Traffic Safety Unit over 75% were made by a single deputy who worked a significant amount of grant overtime enforcement. This is a clear indicator of the performance of dedicated impaired driving enforcement deputies compared to deputies working DWI enforcement during regular shift hours, or during overtime enforcement hours.

### **GOALS/OBJECTIVES**

### Core Performance Measure Goals

Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017,
 Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

### Other Performance Measure Goals

 Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

Illustrated by the data in the Problem Identification section, Jackson County impaired driving traffic crash fatalities decreased to 6. This was a goal set by the TSU for 2022, but the decrease can be directly attributed to the significant increase in DWI arrests made by the TSU. There is still room for improvement, we must do better.

The Traffic Safety Unit Proposes the following goals, to be pursued by TSU and our partners going forward:

2021 - 7 or fewer impaired driving fatalities

2022 - 6 or fewer impaired driving fatalities

2023 - 6 or fewer impaired driving fatalities

2024 - 5 of fewer impaired driving fatalities

The cooperative efforts of interested parties have succeeded in the effective reduction of impaired driving traffic crash fatalities, effectively cutting in half the average number of fatalities over the past eight years. If we can cut the number of fatalities in half once, we can certainly make it our goal to do it again.

In pursuit of this goal, the Traffic Safety Unit has the following objectives:

- 1. Field a full-time Dedicated Impaired Driving Enforcement Unit, the Traffic Safety Unit, of five deputies and one sergeant.
- 2. Perform as a Dedicated Impaired Driving Saturation Patrol. The NHTSA publication "Countermeasures that Work," 9th Edition (2017), identified Saturation Patrols as the second most effective enforcement methods that can be used to address impaired driving. TSU works as a unit, every shift. The supervisor and all deputies work the same hours, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work. Increased visibility due to the specialized markings of deputies' patrol vehicles enhances this method.
- 3. Continue to develop as leaders in DWI Enforcement among the law enforcement community in the Kansas City Metro. The TSU has assisted outside agencies on a regular basis during fiscal year 2018, by assisting with DWI investigations that result from crashes, and traffic stops made by patrol deputies and officers from outside agencies. The TSU will continue to develop this leadership role.
- 4. Engage the other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, MADD, the Highway Safety Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.
- 5. Utilize the Type II operators within the TSU, which has doubled during the last FY, to educate the newer members of the Sheriff's Office, and any outside agencies, on basic identification and interdiction of impaired drivers. This training has been made a priority by the Sheriff's Office and will be taught during in service training. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers.
- 6. Identify, interdict, and apprehend 500, or more, impaired drivers and forward all cases to successful prosecution.

### PROJECT DESCRIPTION

The JCSO DWI/Traffic Unit functions like and organized saturation patrol on all deployment periods and is currently staffed with 1 sergeant and 5 deputies. The amount of arrests made for impaired driving by the unit has continued to increase since 2014, even posting a ten percent (10%) increase in DWI arrests in FY2018, a five percent increase in FY2019, and a twenty percent increase in FY 2020, totaling in a thirty-five percent (35%) overall increase in DWI arrests over the three-year period. This has been accomplished without the assistance of sobriety check points. The TSU saturates areas who historically have the highest percentage of alcohol related traffic crashes, and the data regarding the selected areas of operation show that a distinct decrease has taken place in these locations.

### SUPPLEMENTAL INFORMATION

	Question	Answer
1	ou must answer the following questions.	
	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11	If YES, please explain.	
12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	The Jackson County Sheriff's Office has received funds through the grant process for sev year there was outstanding balance in the funds it has been due to lack of participation in activities; however as of last fiscal year it was necessary to obtain additional funding late facilitate payment of overtime hours for DWI enforcement.	the enforcement
15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. If AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	NCLUDE ALL OF YOUR
18 Total number of DWI violations written by your agency.	456
19 Total number of speeding citations written by your agency.	728
20 Total number of HMV citations written by your agency.	1162
21 Total number of child safety/booster seat citations written by your agency.	26
22 Total number of safety belt citations written by your agency.	54
23 Total number of warnings issued.	3364
Use the most current three years crash data from the Missouri State Highway Patrol (MSH management system for questions 24-34.	P) or your internal record
24 Total number of traffic crashes.	72,687
25 Total number of traffic crashes resulting in a fatality.	269
26 Total number of traffic crashes resulting in a serious injury.	1,933
27 Total number of speed-related traffic crashes.	7,554
28 Total number of speed-related traffic crashes resulting in a fatality.	103
29 Total number of speed-related traffic crashes resulting in a serious injury.	472
30 Total number of alcohol-related traffic crashes.	1,987
31 Total number of alcohol-related traffic crashes resulting in a fatality.	31
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	147
33 Total number of unbuckled fatalities.	114
34 Total number of unbuckled serious injuries.	294
Enter your agency's information below.	
35 Total number of commissioned law enforcement officers.	105
36 Total number of commissioned patrol and traffic officers.	55
37 Total number of commissioned law enforcement officers available for overtime enforcement.	101
38 Total number of vehicles available for enforcement.	101
39 Total number of radars/lasers.	25

40 Total number of in-car video cameras.

101

41 Total number of PBTs.

25

42 Total number of Breath Instruments.

7

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The DWI/Traffic Unit regularly reviews the MSHP's Traffic Crash Mapping Utility and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include I-70 and US 24 Hwy between Blue Ridge Cutoff and Lee's Summit Road, US 71 Hwy, US-350 Hwy, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70 in the Mid-town Kansas City area.

The DWI/Traffic Unit will conduct enforcement operations throughout the entire Jackson County area, with targeted enforcement at specific locations based on crash data as follows:

Tuesday: I-70, I-435, and US-40 Hwy, between Grain Valley and Manchester Traffic Way.

Wednesday: I-70, US-24 Hwy, 23rd Street, I-435 and any ancillary roadways between State Line and MO-291 Hwy.

Thursday and Friday: US-71 Hwy, I-49, Main St., Broadway Blvd., 39th St., Southwest Traffic Way, Southwest Blvd., and I-70 in the portions of Jackson County west of I-435.

Saturday: The TSU will focus on the Mid Town Kansas City area, Down town Kansas City area, MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit, and any ancillary roadways.

44 Enter the number of enforcement periods your agency will conduct each month.

20

45 Enter the months in which enforcement will be conducted.

From October through September (all months)

46 Enter the days of the week in which enforcement will be conducted.

Primarily Tuesday through Friday, with Saturday's being reserved for large scale saturation patrols.

47 Enter the time of day in which enforcement will be conducted.

Primarily between the hours of 6:00 p.m. - 4:00 a.m., with slight variances due to training or special assignments.

48 Enter the number of officers assigned during the enforcement period.

6

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

We are requesting HSD fund the purchase of two additional 2020 - 2021 Dodge Durango patrol vehicles for the DWI/Traffic Unit. The vehicle will be specially utilized for DWI ENFORCEMENT and assigned exclusively for the use of the DWI/Traffic Unit. These vehicles will replace the two 2015 Ford Interceptors which were recently aged and miled out. Also requesting two (2) Panasonic Toughbook, CF-33 extreme rough service laptop, at \$4,000.00 each per unit for TSU vehicles.

### PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

- 1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
- 2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
- 3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
- 5. Attaining the Goals set forth in this contract\*
- 6. Accomplishing the Objectives\* established to meet the project Goals, such as:
- · Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- · Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- · Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- · Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- · Other (any other information or material that supports the Objectives)
- 7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- · The success of this type of activity in general and this particular project specifically;
- · Whether similar activities should be supported in the future; and
- · Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The DWI/Traffic Unit will continually monitor the location of increase for DWI related traffic crashes, as well as the number of DWI related arrests made, including geographical data, age of offender, time of day or night, and day of the week. These numbers function as our Littman's test for efficiency and guide the TSU in making adjustments.

### ADDITIONAL FUNDING SOURCES

NONE

### BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	2020 - 2021 Pursuit rated Dodge Durango, outfitted with interior light package, radio, computer, all essential equipment for safe operation, used for DWI Enforcement and soley by a member of a DWI Enforcement Unit.	1.00	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
	Computer Hardware	Panasonic Tough Book, CF-33, extreme service lap tops for exclusive use by the TSU Unit, inside TSU vehicles.	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
					\$54,000.00	\$0.00	\$54,000.00
Personnel							
	Salary and Fringe	Salary and Fringe for 1-Deputy 1, 2-Deputy 2, 1-Deputy 3, 1-Deputy 5, and 1-Sergeant 3 totaling as follows: Salary \$317,678.40; FICA: \$24,310.18; Pension (15.53%); \$49,335.41; Work Comp / Health Insurance (12.526%); \$39,796.35; Uniform Allowance \$7,200.00; Overtime / Holiday O/T: \$23,500.00; Totaling \$461,820.34, Approx. 12,480 hours of total enforcement.	1.00	\$461,820.34	\$461,820.34	\$230,910.17	\$230,910.17
					\$461,820.34	\$230,910.17	\$230,910.17
Fraining							

			\$0.00	\$0.00
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### **ATTACHMENTS**

Document Type WORD

<u>Description</u> County Authorization Form Original File Name
County Authorization For

Date Added 01/21/2020

### REQUEST FOR LEGISLATIVE ACTION

### Version 6/10/19

Completed by County Counselor's Office:

R#S/Ord No.: 5436

Sponsor(s): Charlie Franklin

Date:

October 26, 2020

SUBJECT	Action Requested  Resolution  Ordinance	
	Project/Title: Jackson County Sheriff's Office DWI Enforcement Unit. An ordina \$284,910.17.00 from the undesignated fund balance and transferring \$230,910.17 for Grant Match Fund to authorize the County Executive to execute an agreement with Highway Safety Division in acceptance of a grant awarded by the Missouri Departs (hereinafter referred as MODOT) to the Sheriff's Office. Contract #21-154-AL-04	from the Sheriff's Office h the Missouri Traffic and ment of Transportation
BUDGET		
INFORMATION	Amount authorized by this legislation this fiscal year:	\$515,821.00
To be completed By Requesting	Amount previously authorized this fiscal year:  Total amount authorized after this legislative action:	\$0.00
Department and	Amount budgeted for this item * (including transfers):	\$515,821.00
Tinance	Source of funding:	\$0.00
	From:	
	010-32810	\$284, 910.00
	001-4201-56798	\$230, 911.00
	TO: Grant Fund 010-4215	
	010-4215-55010 (Regular Salaries)	\$317,679.00
	010-4215-55030 (Overtime salaries holidays worked only)	\$23,500.00
	010-4215 55040 (FICA taxes)	\$24,310.00
	010-4215-55050 (Pension Contribution)	\$49,335.00
	010-4215 - 55060 (Insurance Benefits)	\$39,797.00
	010-4215- 57190 Wearing apparel	\$7,200.00
	010-4215-58120 Vehicles	\$44,600.00
	010-4215-58170 Other Equipment	\$5,400.00
	010-4215-58171 Personal computer	\$4,000.00
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:	
	No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value Department:  Estimated Use:	alue and use of contract:
	Prior Year Budget (if applicable): \$564,412 Prior Year Actual Amount Spent (if applicable):\$431,500.73	
RIOR EGISLATION	Prior ordinances and (date): 5279 10/21/2019, 5148 10/01/2018  Prior resolutions and (date):	

-	The second name of the second na		THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	The state of the s		
CON	RMATION	RLA drafted by (name,	title, & pho	ne): Carmen Hayes, HR Manag	er, 881-4229	
REQU		from the Sheriff's Office Missouri Traffic and His Transportation (hereinal The grant awarded in the The term of the grant is	e Grant Mai ghway Safe fter referred e amount of from Octob	10.17.00 from the undesignated the Fund to authorize the County ty Division in acceptance of a gras MODOT) to the Sheriff's Off \$284,910.17 and requires \$230 er 1, 2020 to September 30, 202 Jackson County Sheriff's Office	y Executive to executant awarded by the fice. Contract #21-0,910.17 in Grant March.	te an agreement with the Missouri Department of 154-AL-041 atch Funding.
				e cost of a 2020 Dodge Durango o reduce impaired driving related		
CLEA	RANCE	Business License Ve	erified (Puro	chasing & Department) chasing & Department) ative Action/Prevailing Wage (Control of the Control	County Auditor's Of	fice)
COMP	PLIANCE	MBE Goals WBE Goals VBE Goals				
ATTA	CHMENTS	Award documents		100	, _	
REVIE	EW	Department Director:	Pore	- Paller	B	Date: 18.14 Z.
		Finance (Budget Approv	(21):	APPROVED By Sarah Metthes 69:24 am Oct 15, 2020		Date:
		Division Manager	way n	1. Schutte		Date: 10-19-2020
		County Counselor's Offi	ice: B	yan laust	<	Date: 10/22/20
Fiscal	Informatio	n (to be verified by B	udget Off	fice in Finance Departmen	<u>t)</u>	
	This expend	fiture was included in the	annual bud	gct.		
	Funds for th	nis were encumbered from	the	Fund	l in	
	is chargeabl	e and there is a cash balar	nce otherwi	e credit of the appropriation to se unencumbered in the treasur- for the obligation herein author	y to the credit of the	
	Funds suffic	cient for this expenditure	will be/were	e appropriated by Ordinance #		
	Funds suffic	cient for this appropriation	and transfe	er are available from the source	indicated below.	
	Account N	umber:	Account 7	Citle:	Amount Not to Ex	cccd:
	010-32810			d - undesignated fund balance	\$284,910.17	
	001-4201-			und-Sheriff-Grant Match	\$230,910.17	
				obligate Jackson County to pay determined as each using ager		
	This legislat	ive action does not impac	t the Count	y financially and does not requ	ire Finance/Budget	approval.

### Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 15, 2020		ORD#	5436
Department / Division	Character/Description	From	То
General Fund - 001			
4201 - Sherrif	56798 - Grant Match	230,911	
9100 - Operating Transfers	56105 - Operating Transfers Out		230,911
Grant Fund - 010			
4215 - DWI Unit	47070 - Operating Transfers In	230,911	
4215 - DWI Unit	45937 - Increase Revenue	284,910	
2810	Undesignated Fund Balance		515,821
2810	Undesignated Fund Balance	515,821	
4215 - DWI Unit	55010 - Regular Salaries		317,679
4215 - DWI Unit	55030 - Overtime Salaries		23,500
4215 - DWI Unit	55040 - FICA Taxes		24,310
4215 - DWI Unit	55050 - Pension Contributions		49,335
4215 - DWI Unit	55060 - Insurance Benefits		39,797
4215 - DWI Unit	57190 - Wearing Apparel		7,200
4215 - DWI Unit	58120 - Vehicles		44,600
4215 - DWI Unit	58170 - Other Equipment		5,400
	58171 - Personal Computer/Access		4,000
APPROVED  By Sarah Matthes at 9:24 am, Oct 15, 2020		\$ 1,262,553	\$ 1,262,553
Budgeting			

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

**AN ORDINANCE** appropriating \$13,328.26 from the undesignated fund balance of the 2020 Grant Fund in acceptance of funds received from the Federal Emergency Management Agency relating to the 2019 Levasy flood.

ORDINANCE NO. 5437, October 26, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department and Sheriff's Office has been awarded funds by the Federal Emergency Management Agency to reimburse them for clean-up, recovery, and overtime expenses relating to the Levasy flooding in 2019; and,

WHEREAS, an appropriation is necessary in order to place the funds received into the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 Grant Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Grant Fund FEMA Levasy 010-1261	45498- FEMA Funding	\$13,329	
010-32810 010-32810	Undesignated Fund Balance Undesignated Fund Balance	\$13,329	\$13,329
FEMA Levasy 010-1261 010-1261	55030-Overtime 58170-Other Equipment		\$ 4,789 \$ 8,540

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute any and all documents necessary to accept the federal funding.

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

A	PP	RO	VC	FΓ	AS	TO	FO	RN	1
			_ v					1 X I V	

Chief Deputy County Co	Blyon O Comby County Counselor
October 26, 2020, was	nat the attached ordinance, Ordinance No. 5437 introduced or duly passed on, 2020 by the Jacksor votes thereon were as follows:
Yeas	Nays
Abstaining	Absent
This Ordinance is hereby	y transmitted to the County Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
hereby approve the atta	ached Ordinance No. 5437.
Date	Frank White, Jr., County Executive
Funds sufficient for this a	appropriation are available from the source indicated below.
ACCOUNT NUMBER:	010 32810
ACCOUNT TITLE:	Grant Fund Undesignated Fund Balance
NOT TO EXCEED:	\$13,329.00
10/2/20	Whit hul
Date	Interim Chief Administrative Officer

### REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/Ord No.: 5437

Sponsor(s): Charlie Franklin Date: October 26, 2020

SUBJECT	Action Requested  Resolution  Ordinance  Project/Title: Appropriating Funds Received from Federal Emergency Management Agency related to						
	Project/Title: Appropriating Funds Received from Federal Emergency Managen the Levasy Flood in 2019	nent Agency related to					
BUDGET		College Control of the Control					
INFORMATION	Amount authorized by this legislation this fiscal year:	\$13,328.26					
To be completed	Amount previously authorized this fiscal year:	\$0					
By Requesting	Total amount authorized after this legislative action:	\$13,328.26					
Department and	Amount budgeted for this item * (including transfers):	\$0					
Finance	Source of funding (name of fund) and account code number:						
	FROM ACCT:	FROM ACCT:					
	010-Grant Fund; 9999-Non Specific; 32810-Undesignated Fund Balance	\$13,328.26					
	TO LOCK						
	TO ACCT:	TO ACCT:					
	010-Grant Fund; 1261-FEMA Levasy; 55030-Overtime 010-Grant Fund; 1261-FEMA Levasy; 58170-Other Equipment	\$4,788.17					
	Oto-Grant Pund, 1201-PENIA Levasy, 36170-Other Equipment	\$8,540.09					
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:						
	No hadest invest (see Seed and seed and						
	No budget impact (no fiscal note required)  Term and Supply Contract (funds approved in the annual budget); estimated value	and was of contrast.					
	Department: Estimated Use:	and use of contract:					
	Department, Estimated ose.	THE RESERVE OF THE PERSON NAMED IN					
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):						
PRIOR	Prior ordinances and (date):	CONTRACTOR OF THE PARTY OF THE					
LEGISLATION	Prior resolutions and (date):	工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工工					
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Sarah Matthes, Grant Audit & Risk Mgr 881.	3202					
REQUEST	Requesting \$13,328.26 received from the Federal Emergency Management Agency ap	nronriated into the grant					
SUMMARY	account for use by the Parks + Rec Department and Sheriff's Office. FEMA funds are						
	up and recovery expenditures made by the Parks + Rec Department for damages result						
	during Spring of 2019 within the County Parks System. Along with overtime worked by						
	secure the area affected by the flood.						
CLEARANCE		AND A SECTION OF					
	Tax Clearance Completed (Purchasing & Department)						
	Business License Verified (Purchasing & Department)						
E The Service	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's O	ffice)					
COMPLIANCE	T MDP Cools	TO SHE THE THEFT					
COMPLIANCE	☐ MBE Goals ☐ WBE Goals						
	☐ VBE Goals	State of the State					
The same of the sa							
ATTACHMENTS	FEMA Reimbursement Documentation.						
REVIEW	Department Director:	Date: 18-15-20					
PAY STATE	Department Director: Michel Heuman	8,00					
ALP OF	Department Director: Muchelo Mecumien	Date: 10-10-20					

	Finance (Budget A  If applicable	pproval): APPROVED By Sarah Matthes at 8.97 am, Oct 16,	Date:	
	Division Manager:	(1) m 1/1/2	Date	22 (0)
	County Counselor'	s Office: Lyan Co	Date: 10	122/2
Fiscal	Information (to be verified b	y Budget Office in Finance Depa	riment)	
	This expenditure was included in	the annual budget.		
	Funds for this were encumbered	from the	_ Fund in	
	is chargeable and there is a cash l	ncumbered to the credit of the appropria balance otherwise unencumbered in the cient to provide for the obligation herei	treasury to the credit of the fund from v	vhich
	Funds sufficient for this expendit	ture will be/were appropriated by Ordin	ance#	
	Funds sufficient for this appropri	ation/transfer are available from the sou	rce indicated below.	
	Account Number:	Account Title:	Amount Not to Exceed:	
	Fund 010-9999-32810	Grant Account-Non Specific- Undesignated Fund Balance	\$13,328.26	
		sis and does not obligate Jackson Count of necessity, be determined as each us	y to pay any specific amount. The avaing agency places its order.	lability of
	This legislative action does not in	npact the County financially and does r	not require Finance/Budget approval.	

### Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 16, 2020		ORD#	5437
Department / Division	Character/Description	From	То
Grant Fund - 010			
1261 - FEMA Levasy	45498 - FEMA Funding	13,329	
32810	Undesignated Fund Balance		13,329
32810	Undesignated Fund Balance	13,329	
1261 - FEMA Levasy	55030 - Overtime		4,789
1261 - FEMA Levasy	58170 - Other Equipment		8,540
		_ (	
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	-	<del></del>	
			_
<del></del>	2	-	
	4		_
APPROVED By Sarah Matthes at 8:28 am, Oct 16, 2020		\$ 26,658	\$ 26,658
Budgeting		\$ 20,038	\$ 20,0

Michael L. Parson Governor

Sandra K, Karsten Director of Public Safety



### STATE OF MISSOURI

### STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102 Phone: (573) 526-9234 Fax: (573) 526-9272 E-mail: mosema@sema.dps.mo.gov James Remillard Acting Director



August 20, 2020

Mike Curry Jackson County 415 E. 12<sup>th</sup> Street Kansas City, MO 64106

RE: FEMA -4451-DR-MO PA ID #095-99095-00

Dear Mr. Curry:

The enclosed information pertains to your approved project application Bundle 699 which authorizes disaster assistance for damages resulting in DR 4451.

The funds provided for these projects are solely, specifically and entirely for the completion of the scope of work on the respective project worksheets.

A warrant in the amount of \$4,788.17 has been requested. The amount of the warrant is based on the eligible costs indicated below (Marked item(s) apply).

X 75% Federal share small project (Bundle 699, PW 00590-V.0)

Request the Authorized Representative review, complete and return the attached SMALL PROJECT DOCUMENTATION memorandum (green sheet), with original signatures, to us as soon as possible. Please keep a copy for your project file.

The Catalog of Federal Domestic Assistance (CFDA) numerical designation for FEMA Disaster Grants - Public Assistance (Presidentially Declared Disasters) is 97.036.

Source document verification of the expenditure of these funds (cancelled check or bank documentation of the electronic transfer of these funds (EFT)) must be submitted to the SEMA, Disaster Section, within thirty (30) days of your receipt of this payment, if they have not previously been provided.

The document entitled Project Completion & Certification Report (P4) must be filled out upon completion of each Project Worksheet (PW). You must complete the last three columns, sign the certification page and return this document to our office when all of the projects listed on the applicable P-4 Project Listing are finished.



The enclosed Project Application Summary (P.2) identifies the project performance deadline for each project worksheet. If additional time is required, you must submit a written request for a time extension to SEMA PRIOR to the established completion date. This written request must include the reason for the delay, the percentage of work that has been completed and the anticipated completion date for each PW requiring an extension. It is important to remember that the reason for the delay must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization.

All approved projects are subject to State and Federal audit. Therefore, complete records and cost documents <u>MUST</u> be maintained for at least three years from the date the last project is completed or from the date final payment is received (whichever is later). Any amount not supported by documentation is subject to deobligation and return the State of Missouri and return to FEMA, as appropriate.

Should you wish to appeal any of the determinations made in your application, you will have 60 days from the date of this letter to submit documentation which would support your position.

If your jurisdiction expended \$750,000.00 or more in total Federal financial assistance in a single fiscal year (including <u>ALL</u> federal funds, not just disaster assistance), a copy of the Single Audit or Program Audit (as required by the Single Audit Act of 1984) must be submitted to the State Emergency Management Agency (SEMA).

You are also reminded that any damage that is not shown to the inspection team during its initial visit must be reported in writing to SEMA within 60 days after the initial visit.

If you have any questions, please contact us at 573/526-9218.

Sincerely,

Ronald C. Broxton, Manager

Recovery Division

RCB:nd Enclosures Michael L. Parson Governor

Sandra K. Karsten Director of Public Safety



### STATE OF MISSOURI

### STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102 Phone: (573) 526-9234 Fax: (573) 526-9272 R-mail: mosema@sema.dps.mo.gov James Remillard Acting Director



August 20, 2020

Mike Curry Jackson County 415 E. 12<sup>th</sup> Street Kansas City, MO 64106

RE: FEMA -4451-DR-MO PA ID #095-99095-00

Dear Mr. Curry:

The enclosed information pertains to your approved project application Bundle 700 which authorizes disaster assistance for damages resulting in DR 4451.

The funds provided for these projects are solely, specifically and entirely for the completion of the scope of work on the respective project worksheets.

A warrant in the amount of \$8,540.09 has been requested. The amount of the warrant is based on the eligible costs indicated below (Marked item(s) apply).

X 75% Federal share small project (Bundle 700, PW 00806-V.0)

Request the Authorized Representative review, complete and return the attached SMALL PROJECT DOCUMENTATION memorandum (green sheet), with original signatures, to us as soon as possible. Please keep a copy for your project file.

The Catalog of Federal Domestic Assistance (CFDA) numerical designation for FEMA Disaster Grants - Public Assistance (Presidentially Declared Disasters) is 97.036.

Source document verification of the expenditure of these funds (cancelled check or bank documentation of the electronic transfer of these funds (EFT)) must be submitted to the SEMA, Disaster Section, within thirty (30) days of your receipt of this payment, if they have not previously been provided.

The document entitled Project Completion & Certification Report (P4) must be filled out upon completion of each Project Worksheet (PW). You must complete the last three columns, sign the certification page and return this document to our office when all of the projects listed on the applicable P-4 Project Listing are finished.



The enclosed Project Application Summary (P.2) identifies the project performance deadline for each project worksheet. If additional time is required, you must submit a written request for a time extension to SEMA PRIOR to the established completion date. This written request must include the reason for the delay, the percentage of work that has been completed and the anticipated completion date for each PW requiring an extension. It is important to remember that the reason for the delay must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization.

All approved projects are subject to State and Federal audit. Therefore, complete records and cost documents <u>MUST</u> be maintained for at least three years from the date the last project is completed or from the date final payment is received (whichever is later). Any amount not supported by documentation is subject to deobligation and return the State of Missouri and return to FEMA, as appropriate.

Should you wish to appeal any of the determinations made in your application, you will have 60 days from the date of this letter to submit documentation which would support your position.

If your jurisdiction expended \$750,000.00 or more in total Federal financial assistance in a single fiscal year (including <u>ALL</u> federal funds, not just disaster assistance), a copy of the Single Audit or Program Audit (as required by the Single Audit Act of 1984) must be submitted to the State Emergency Management Agency (SEMA).

You are also reminded that any damage that is not shown to the inspection team during its initial visit must be reported in writing to SEMA within 60 days after the initial visit.

If you have any questions, please contact us at 573/526-9218.

Sincerely,

Ronald C. Broxton, Manager

Recovery Division

RCB:nd Enclosures

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

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, October 26, 2020, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 20536, October 26, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, October 26, 2020, during the regularly scheduled meeting of the Legislature; and,

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

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, October 26, 2020, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20536 of October 26, 2020, was duly passed on \_\_\_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_\_\_ Nays \_\_\_\_\_\_

Abstaining \_\_\_\_\_\_ Absent \_\_\_\_\_\_\_

Date

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

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

A RESOLUTION awarding a contract for the furnishing of pistols for use by the Sheriff's Office to GT Distributors of Austin, TX, under the terms and conditions of Invitation to Bid No. 18-20, declaring certain existing weapons as surplus personal property, and authorizing their disposal by way of trade-in, at a net actual cost to the County in the amount of \$22,090.00.

RESOLUTION NO. 20537, October 26, 2020

INTRODUCED BY Ronald E. Finley, County Legislators

WHEREAS, the Sheriff's Office requires new pistols to replace worn-out and outdated pistols and requests the surplussing and trade-in of existing weapons that show excessive duty-related wear; and,

WHEREAS, a total of eighteen notifications were distributed and two responses were received and evaluated from the following:

BIDDER	DID MITH TO A DE INIO
RIDIDER	BID WITH TRADE-INS
DIDDEIX	

**GT** Distributors

Austin, TX \$22,090.00

Kiester Police Supply

Jeffersonville, IN \$23,670.00

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of pistols for use by the Sheriff's Office to GT Distributors of Austin, TX, as the lowest and best bid received; and,

WHEREAS, pursuant to section 1142. of the Code, the Director of Finance and Purchasing recommends that the obsolete weapons and unneeded ammunition listed on the attached documentation be declared surplus and used as trade-ins for the purchase of new pistols; 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 existing pistols and ammunition listed on the attached documentation be and hereby are declared surplus personal property and that the Director of Finance and Purchasing be and hereby is authorized to dispose of said personal property by way of trade-in, as recommended; 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 FOR	RM:
Chief Deputy County Co	unselor Byan O. Ceurs County Counselor
Certificate of Passage	
2020, was duly passed	at the attached resolution, Resolution No. 20537 of October 26, don, 2020 by the Jackson votes thereon were as follows:
Yeas	Nays
Abstaining	Absent
the expenditure is charg	Mary Jo Spino, Clerk of Legislature  rwise unencumbered to the credit of the appropriation to which leable and there is a cash balance otherwise unencumbered in t of the fund from which payment is to be made each sufficient ion herein authorized.
ACCOUNT NUMBER: ACCOUNT TITLE:	001 4201 57520 General Fund Sheriff Small Arms & Ammunition
NOT TO EXCEED:	\$22,090.00
Date	Interim Chief Administrative Officer
Date	Interim Chief Administrative Officer

# ABSTRACT OF BIDS

CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED  ON: Stage at 18, 2020, BY CLERKON THE LEGISLATURE CLERKON THE LEGISLATURE PURCHASING	7.8 Speer Gold Dot Ammunition  Total Trade-in Ammunition	7.7 Practi <b>y</b> e Speer Law Man Ammunition	Sub-Total Trade-in Weapons Trade-in Ammunition	Reminton Model 700 bolt action rifles with scope 7.6 mounts	Smith & Wesson Model 64 .38 Cal hammerless 7.5 revolvers	7.4 Glock 19 Gen 4 w/ 2 Magazines each	7.3 Glock 27 Gen 4 w/ 3 Magazines each	7.2 Glock 22 Gen 4 w/ 3 Magazines each	Trade-in Weapons	New Weapons  7.1 Glock Model 45 POS as detailed in Section 3.1 herein	NO DESCRIPTION	Invitation to Bid 18-20 Weapons w/ Trade-in Opens: 2:00 PM, CDT on 8/18/2020
	Rounds	Rounds		Each	Each	Each	Each	Each		Each	TINU	
	6,000	27,000		2	Ch	Ch Ch	15	113	,	120	QTY	
	6,000 \$ 1,290.00	Rounds 27,000 \$ 3780.00	\$ 33,730.00	\$ 275.00 \$	\$ 185.00	\$ 305.00	\$ 246.00	\$ 240.00	1	\$ 520.50	AMOUNT	Kiesler's Jeffersonville Indiana
	\$ 1,080.00	\$ 4,050.00	\$ 35,240.00	\$ 300,00	\$ 175.00	\$ 308.00	\$ 265.00	\$ 250.00		\$ 520.50	AMOUNT	GT Distributors Austin, TX
											AMOUNT	
											AMOUNT	



# Office of the JACKSON COUNTY SHERIFF

## Sheriff Darryl Forté

DATE: 9-2-2020

FROM: Sgt. T. Phillips #18

TO: Purchasing Director Barbara Casamento

SUBJECT: Transition to the Glock model 45 MOS in 9mm as an issued handgun.

Ms. Casamento,

It is the recommendation of the Training Division to proceed with the Bid No. 18-20 from GT Distributors, out of Austin TX. The bid from GT Distributors was \$1,580.00 cheaper for the Jackson County, MO Sheriff's Office. The Sheriff approved the purchase of the 120 engraved Glock model 45 MOS pistols with Ameriglo Bold night sights, and the trade for the current Glock model 22s, Glock model 27s, the Glock model 19s and Smith and Wesson model 64s, the Remington Model 700 rifles, and all of our 40 S&W ammunition.

Ten Surplus forms are attached to this recommendation for the Trade-In firearms.; the breakdown of the weapons count is identified as:

- 113 Glock 22 Gen 4 with 3 magazines each
- 15 Glock 27 Gen 4 with 3 magazines each
- 5 Glock 19 Gen 4 with 2 magazines each
- 5 Smith & Wesson Model 64 .38 Cal hammerless revolvers
- 2 Remington Model 700 bolt action rifles with scope mounts

It should be noted, that none of the traded in firearms are engraved or marked as Jackson County, MO property.

The funding source for the above is: 101-4201-57520 Small Arms and Ammunition.

Sergeant Travis M. Phillips #18

### 7.0 QUOTATION SHEET

Number	Description	Quantity	Unit Price	Total Price
	New Weapons			
7.1	Glock Model 45 POS as detailed in	120 Each	\$ 520.50	\$ 62,460.00
	Section 3.1 herein			
	Trade-In Weapons			
7.2	Glock 22 Gen 4 W/3 Magazines Each	113 Each	\$ 250.00	\$28,250.00
7.3	Glock 27 Gen 4 W/3 Magazines Each	15 Each	\$ 265.00	\$3,975.00
7.4	Glock 19 Gen 4 W/2 Magazines Each	5 Each	\$308.00	\$ 1,540.00
7.5	Smith & Wesson Model 64 .38 Cal hammerless revolvers	5 Each	\$ 175.00	\$ 875.00
7.6	Remington Model 700 bolt action rifles with scope mounts	2 Each	\$ 300.00	\$ 600.00
	Sub-Total Trade-In Weapons			\$ 35,240.00
	Trade-In Ammunition			
7.7	Practice Speer Law Man Ammunition	27,000 Rounds	\$ 0.15	\$ 4,050.00
7.8	Speer Gold Dot Ammunition	6,000 Rounds	\$ 0.18	\$ 1,080.00
	Total Trade-In Ammunition			\$ 5,130.00

Bidder's Name	G T DISTRIBUTORS, INC.
Authorized Representative	DAVID CURTIS
Title	BIDS MANAGER
Signature	1000
Address	25/5 BROCKTEN DR. SUITE 100, AUSTIN, TX 78758
Phone Number	512-451-8298

# JACKSON COUNTY, MISSOURI SURPLUS/TRANSFER DECLARATION FORM

SURPLUS

TRANSFER

S 25 C - 20 S 25 2		30	SUMPLUS				INAMATER	•		
Date of Surplus:	\$2					Date Transfer Received:	Received:			
Department Name: Sheriff's Office	mc:Sher	iff's Office	Department Code:	c:		Department Ti	Department Transferring Asset:			
Point of Contact: Travis M Phillips	1: Travis	M Phillips	Phone Number: (816) 220-3274	(816) 220-32	74	Department R	occiving Asset:			
Please Check: Select only one	Select on	ly one				Receiving Dep	Receiving Department Contact:			
O Sı	Surplus		] Transfer			Receiving Department Pho-	sartment Phone Number			
Transaction	Fixed			Disposition			Scnal/Vin	Uscful	Purchase	Original
Date	ASSCI #	Asset I	Asset Description	Code*	Model Year	Make/Model	Number	Life**	Date	Cost
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	<b>SMM395</b>			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM396			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM397			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	<b>SMM398</b>			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM399			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM400			
	N/A	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM401			
	NA	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM402			
	NA	Glock semi-auto pistol	auto pistol		Gen 4	model 22	SMM403			
	N/A	Glock semi-auto pistol	uto pistol		Gen 4	model 22	SMM404			
	N/A	Glock semi-auto pistol	uto pistol		Gen 4	model 22	SMM405			
	N/A	Glock semi-auto pistol	uto pistol		Gen 4	model 22	SMM406			
	N/A	Glock semi-auto pistol	uto pistol		Gen 4	model 22	SMM407			
	NA	Glock semi-auto pistol	uto pistol		Gen 4	model 22	SMM408			
Indicate if Ass	ct was (S)	Sold, (D) Donate	Indicate if Asset was (S) Sold. (D) Donated. (R) Recycled. (X) Scrapped. (T) Trade-in. or (O) Other.	() Scrapped, (T	Trade-in or	(O) Other				

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department



## JACKSON COUNTY, MISSOURI SURPLUS/TRANSFER DECLARATION FORM

SURPLUS

のではは、1年の日本の日本の日本		SONITOS			INAMOTER			
Date of Surplus:	**			Date Transfer Received:	Received:			
Department Name: Sheriff's Office	nc: Sheri	iff's Office Department Code:	54	Department T	Department Transferring Asset:			
Point of Contact: Travis M Phillips	: Travis	illips	Phone Number: (816) 220-3274	Department R	ecciving Asset:			
Please Check: Scloot only one	Scloct on	ly one		Receiving Department Con	Receiving Department Contact:			
□ Su	Surplus	☐ Transfer		Receiving Department Pho	sartment Phone Number:			
Transaction	Fixed		Disposition		Scrial/Vin	Uscful	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year	Make/Model	Number	Life**	Date	Cost
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM409			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM410			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM411			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM412			
	NIA	Glock semi-auto pistol	Gen 4	model 22	SMM413			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM414			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM415			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM416			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM417			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM418			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM419			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM420			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM421			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM422			
Indicate if Asse	H was (S)	"Indicate if Asset was (S) Sold (D) Donated (R) Received (V) Semand (T) Toda (C) Other	C. TITITAL					

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

### JACKSON COUNTY, MISSOURI SURPLUS/TRANSFER DECLARATION FORM SURPLUS

CONTROL OF TOWNS OF THE PARTY O	The same and the same			Way Level and a second			
Date of Surplus:			Date Transfer Received:	Received:			
Department Name: Sheriff's Office	Sheriff's Office Department Code:	14	Department T	Department Transferring Asset:			
Point of Contact: Travis M Phillips	edillips	Phone Number: (816) 220-3274	Department R	Department Receiving Asset:			
Please Check: Select only one	ect only one		Receiving Dep	Receiving Department Contact:			
☐ Surplus	B ☐ Transfer		Receiving Department Pho	partment Phone Number:			
Transaction Fixed		Disposition		Scrial/Vin	Useful	Purchase	Original
Date Asset #	ct # Asset Description	Code* Model Year	Make/Model	Number	Life**	Date	Cost
N/A	A Glock semi-auto pistol	Gen 4	model 22	SMM423			
N/A	A Glock semi-auto pistol	Gen 4	model 22	SMM424			
N/A	A Glock semi-auto pistol	Gen 4	model 22	SMM425			
N/A	A Glock semi-auto pistol	Gen 4	model 22	SMM426			
N/A	Glock semi-auto pistol	Gen 4	model 22	SMM427			
N/A	A Glock semi-auto pistol	Gen 4	model 22	SMM428		*	
N/A	Glock semi-auto pistol	Gen 4	model 22	SMM429			
NA	Glock semi-auto pistol	Gen 4	model 22	SMM430			
NA	Glock semi-auto pistol	Gen 4	model 22	SMM431			
N/A	Glock semi-auto pistol	Gen 4	model 22	SMM432			
NA	Glock semi-auto pistol	Gen 4	model 22	SMM433			
NA	Glock semi-auto pistol	Gen 4	model 22	SMM434			
N/A	Glock semi-auto pistol	Gen 4	model 22	SMM435			
N/A	Glock semi-auto pistol	Gen 4	model 22	SMM436			
Indicate if Asset wa	<ul> <li>Indicate if Asset was (S) Sold. (D) Donated. (R) Recycled. (X) Scrapped. (T) Trade-in. or (O) Other.</li> </ul>	Scrapped, (T) Trade-in or (	O) Other			-	

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

## JACKSON COUNTY, MISSOURI SURPLUS/TRANSFER DECLARATION FORM

SURPLUS

-		SURPLUS			TRANSFER			
Date of Surplus:	S:			Date Transfer Received:	- 1			
Department Name: Sheriff's Office	mc:Sher	iff's Office Department Code:	R	Department T	Department Transferring Asset:			
Point of Contact: Travis M Phillips	::Travis		Phone Number: (816) 220-3274	Department R	ecciving Asset:			
Please Check:	Select only one		A CONTRACTOR OF THE PARTY OF TH	Receiving De	Receiving Department Contact:			
□ S <sub>II</sub>	Surplus	☐ Transfer		Receiving De	partment Phone Number			
Transaction	Fixed		Disposition	Serial	Serial Vin	Useful	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year		Number	Life**	Date	Cost
	NA	Glack semi-auto pistol	Gen 4	model 22	SMM437			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM438			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM439			
	N/A	Glock semi-auto pistol	Gen 4	model 22	044MMS			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM441			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM442			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM443			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM444			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM445			
	NIA	Glock semi-auto pistol	Gen 4	model 22	SMM446			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM447			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM448			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM449			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM450			
Indicate if Assi	ct was (S)	* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scranged, (T) Trade-in, or (O) Other	Scranned (T) Trade-in or	1010ther				

a. (K) Recycled, (A) Scrapped, (1) Trade-in, or (O) Other.

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

## SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI

SURPLUS

ACTO STA		SCREES			INAINSTER			
Date of Surplus				Date Transfer Received:	Received:			
Department Name: Sheriff's Office	nc: Sheri	ff's Office Department Code:	H	Department T	Department Transferring Asset:			
Point of Contact: Travis M Phillips	t: Travis		Phone Number: (816) 220-3274	Department R	ccciving Asset:			
Please Check: Scient only one	Select on			Receiving De	Receiving Department Contact:			
IIS []	Surplus	☐ Transfer		Receiving Dep	Receiving Department Phone Number			
Transaction	Fixed		Disposition		Scrial/Vin	Uscful	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year	ar Make/Model	Number	Life**	Date	Cost
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM451			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM452			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM453			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM454			•
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM455			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM456			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM457			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM458			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM459			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM460			
	NVA	Glock semi-auto pistol	Gen 4	model 22	SMM461			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM462			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM463			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM464			

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

<sup>\*\*</sup> Refer to Asset Subclass Listing.

# SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI

SURPLUS

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Date of Surplus:	is:			Date Transfer Received:	Received:			
Department Name: Sheriff's Office	ame: Sher	iff's Office Department Code:	de:	Department Transferring /	ransferring Asset:			
Point of Contact: Travis M Phillips	ct: Travis	illips	Phone Number: (816) 220-3274	Department R	occiving Asset:			
Flease Check: Select only one	Select on	1		Receiving De	Receiving Department Contact:			
US	Surplus	☐ Transfer		Receiving Department Pho	partment Phone Number:			
Transaction	Fixed		Disposition		Scrial/Vin	Useful	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year	ir Make/Model	Number	Life**	Date	Cost
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM465			
	NA	Glock semi-auto pistol	Gen 4	model 22	399WWS			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM467			
	NIA	Glock semi-auto pistol	Gen 4	model 22	SMM468			
	N'A	Glock semi-auto pistol	Gen 4	model 22	SMM469			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM470			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM471			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM472			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM473			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM474			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM475			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM476			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM477			
	N/A	Glock semi-auto nistal	)					

Refer to Asset Subclass Listing.

User Department send to Finance Department

# SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI

SURPLUS

Date of Surplus:       Date Transfer Received:         Department Name: Sheriff's Office       Department Code:       Department Transferring Assec         Point of Contact: Travis M Phillips       Phone Number: (816) 220-3274       Department Transferring Asset         Please Check: Select only one       Dransfer       Receiving Department Phone Receiving Department Phone Receiving Department Phone Serial/Visor         Transaction       Fixed       Asset Private Asset Description       Disposition Code* Model Year Make/Model Number Number Serial/Visor         N/A       Glock semi-auto pistol       Gen 4       model 22       SMM4         N/A       Glock semi-auto pistol       Gen 4       model 22       SMM4	Date Transfer Received: Department Transferring Asset: Department Receiving Asset: Receiving Department Contact: Receiving Department Phone Number: Serial-Vin Useful Number Life** rnodel 22 SMM479 rmodel 22 SMM480	ful Purchase Original
Office     Department Code:     Department Trans       nillips     Phone Number: (816) 220-3274     Department Receiving De	Asset:  Seet:  Sontact:  Sonce Number:  al Vin  umber  M479  M480  M481	Purchase Daic
Asset Description  Code*  Asset Description  Asset Description  Code*  Asset Description  Code*  Asset Description  Code*  Gen 4  Code Code*  Code*  Model Year  Make/Model  Code Code*  Code Code*  Code*  Model Year  Make/Model  Code Code*  Code*  Model Year  Make/Model  Code*  Code*  Code*  Model Year  Make/Model  Code*  C	nc Number:	Purchase Date
Transfer  Disposition  Asset Description  Code*  Model Year  Make/Model  Cen 4	Mact: Inc Number: IVin Inber I479 I480 I481	Purchase Date
Surplus         Image: Control of the position	nc Number: IVin Inber 14 79 1480	Purchase Date
Asset # Asset Description Code* Model Year Make/Model  NI/A Glock semi-auto pistol Gen 4 model 22  NI/A Glock semi-auto pistol Gen 4 model 22	nber 14 79 1480 1481	Purchase Daic
Asset # Asset Description Code* Model Year Make/Model  N//A Glock semi-auto pistol Gen 4 model 22  N//A Glock semi-auto pistol Gen 4 model 22	SMM4 79 SMM480 SMM481	Date
Glock semi-auto pistol Gen 4 model 22 Glock semi-auto pistol Gen 4 model 22		
Glock semi-auto pistol Gen 4 model 22		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM	el 22   SMM482	
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SM		
N/A Glock semi-auto pistol Gen 4 model 22 SMM		

dicate it Asset was (5) Sold, (D) Donated. (R) Recycled. (X) Scrapped. (T) Trade-in. or (O) Other.

<sup>\*\*</sup> Refer to Asset Subclass Listing.

<sup>1.</sup> User Department send to Finance Department

## SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

Wasself !		SURPLUS			TRANSFER			
Date of Surplus	IS			Date Transfer Received:	Received:			
Denartment Name: Sheriff's Office	ame: Sherif	Ps Office Department Code:	Code:	Department Transferring A	ansferring Asset:			
Point of Contact: Travis M Phillips	act: Travis		Phone Number: (816) 220-3274	Department Re	Department Receiving Asset:			
Please Check: Scient only one	Select only			Receiving Dep	Receiving Department Contact:			
ייישאר ריוונרא	Sumlus	☐ Transfer		Receiving Department Pho-	partment Phone Number:			
	Fixed		Disposition		Scrial Vin	Uscful	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year	ar Make/Model	Number	Life**	Date	Cost
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM4 93			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM494			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM495			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM496			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM497			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM498			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM499			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM500			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM501			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM502			
	N/A	Glock semi-auto pistol	Gen 4	model 22	SMM 503			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM 504			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM 505			
	NA	Glock semi-auto pistol	Gen 4	model 22	SMM506			

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

<sup>\*\*</sup> Refer to Asset Subclass Listing.

# SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI

Section.		SURPLUS			IRANSTEX			
				Date Transfer Received:	Received:			
Denoting Name: Chariff's Office	Short	Fre Office Department Code:		Department Transferring A	ansferring Asset:			
Point of Contact: Travis M Phillips	act Travic		Phone Number: (816) 220-3274	Department Ro	Department Receiving Asset:			
Please Check	Select only one			Receiving Dep	Receiving Department Contact:			
	Surplus	☐ Transfer		Receiving Department Pho	artment Phone Number			
Transaction	Fixed		Disposition		Scrial/Vin	_	Purchase	Original
Date	Asset #	Asset Description	Code* Model Year	r Make/Model	Number	Life**	Date	Cost
	N/A	Glock semi-auto pistol	Gen 4	model 22	YDM704			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA508			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA509			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA510			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA511			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA512			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA513			
	NIA	Glock semi-auto pistol	Gen 4	model 27	SGA514			
	NA	Glock semi-auto pistol	Gen 4	model 27	SGA515			
	NVA	Glock semi-auto pistol	Gen 4	model 27	SGA516			
	NA	Glock semi-auto pistol	Gen 4	model 27	SGA517			
	NA	Glock semi-auto pistol	Gen 4	model 27	SGA518			
	NA	Glock semi-auto pistol	Gen 4	model 27	SGA519			
	N/A	Glock semi-auto pistol	Gen 4	model 27	SGA520			

<sup>\*</sup> Indicate if Asset was (S) Sold. (D) Donated. (R) Recycled. (X) Scrapped. (T) Trade-in. or (O) Other.

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

# SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI SURPLUS

		SONITOS				INAINOFEN			
Date of Surplus:	S:				Date Transfer Received:	Received:			
Department Name: Sheriff's Office	unc: Sheri	iff's Office Department Code:	**		Department Transferring	ansferring Asset:			
Point of Contact: Travis M Phillips	ct: Travis		Phone Number: (816) 220-3274		Department Re	cciving Asset:			
Please Check: Select only one	Select on		The second second second		Receiving Dep	Receiving Department Contact:			
ls 🗆	Surplus	☐ Transfer		-	Receiving Dep	Receiving Department Phone Number:			
Transaction	Fixed		Disposition			Scrial Vin	Useful	Purchase	Original
Date	Asset #	Asset Description	Code* Mode	Model Year	Make/Model	Number	Life**	Date	Cost
	N/A	Glock semi-auto pistol	Gen 4		model 27	SGA521			
	N/A	Glock semi-auto pistol	Gen 4	n 4	model 27	SGA522			
	N/A	Glock semi-auto pistol	Gen 4	n 4	model 19	TCB990			
	N/A	Glock semi-auto pistol	Gen 4		model 19	TCB994			
	NA	Glock semi-auto pistol	Gen 4		model 19	TCB995			
	N/A	Glock semi-auto pistol	Gen 4		model 19	TCB996			
	NA	Glock semi-auto pistol	Gen 4		model 19	TCB997			
	NA	Smith & Wesson revolver			model 64	BSJ8562			
	NA	Smith & Wesson revolver			model 64	CAW2617			
	NA	Smith & Wesson revolver			model 64	CCH5272			
	NA	Smith & Wesson revolver			model 64	CEF0067			
	NA	Smith & Wesson revolver			model 64	CER8432			
	NA	Remington bolt action rifle		-	model 700	D6250912			
N/A Remingt	NA	Remington bolt action rifle		<b>3</b>	model 700	C6747105			

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

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

## SURPLUS/TRANSFER DECLARATION FORM JACKSON COUNTY, MISSOURI SURPLUS

日から 日本 一の日本の										
Date of Surplus:	4					Date Transfer Received:	leceived:			
Department Name: Sheriff's Office	nc: Sheri	ff's Office	Department Code:			Department Tra	Department Transferring Asset:			
Point of Contact Travis M Phillips	Travis	M Phillips	Phone Number: (816) 220-3274	16) 220-32	274	Department Receiving Asset:	ceiving Asset			
Please Check: Select only one	Select onl	y one				Receiving Departmen	irtment Contact:			
□ Su	Surplus		] Transfer			Receiving Departmen	-	п		
Transaction	Fixed			Disposition			41	Useful	Purchase	Onginal
Date	Asset #	Asset	Asset Description	Code*	Model Year	Make Model	Number	Life	Date	Cost
	N/A	25,000 TMJ rn	25,000 TMJ rnds of ammunition			Speer LM 180 gr				
	N/A	6000 GDHP rn	6000 GDHP rnds of ammunition			Speer GD 180 gr				
Indicate if Assi	et was (S)	Sold, (D) Donat	<ul> <li>Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.</li> </ul>	Scrapped, (7	) Trade-in, or	(O) Other.				

<sup>\*\*</sup> Refer to Asset Subclass Listing.

User Department send to Finance Department

### REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/Extd No.: 20537
Sponsor(s): Ronald E. Finley
Date: October 26, 2020 October 26, 2020

SUBJECT		and the second state of the second	The second secon	-	
	Action Requested				
	Resolution				
	Ordinance		4		
	Ducio at / Pitt.				
	Project/Title: Awarding a Contract for	the purchase of new Glock Pistols a	nd declaring as surplus existing	,	
	weapons and ammunition to use as tra the terms and conditions of Invitation		T Distributors of Austin, TX un	ider	
	the terms and conditions of invitation	to Bid No. 18-20		-	
BUDGET		The second secon			
INFORMATION	Amount authorized by this legislation	n this floor war			
To be completed	Amount previously authorized this fi	scal vacus	\$22,090		
By Requesting	Total amount authorized after this le	gielativa action	\$0		
Department and	Amount budgeted for this item * (inc	luding transfers	\$22,090		
Finance	Source of funding (name of fund) and	d account code number 001 4201 5	\$22,090		
	11 Ocheral Fund, Sheriff's, Small Arme	and Ammunitian			
	If account includes additional funds for other	expenses total hudgeted in the agreement in the	\$22,090		
	OTHER FINANCIAL INFORMATIO	N:			
	No budget impact (no fiscal note r	equired)			
	LI Term and Supply Contract (funds	approved in the annual budget); esting	nated value and use of contract		
	Department:	Estimated Use:			
	Prior Year Budget (if applicable):				
	Prior Year Actual Amount Spent (If ap	palicable).			
PRIOR	Prior ordinances and (date):	phicaole):			
LEGISLATION	Prior resolutions and (date): 19935 Jul	v 3A 2018			
CONTACT		7 54, 2016			
INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253				
REQUEST	The Sheriff's Office would like to surplus existing weapons and ammunition to use as trade-in on the purchase				
SUMMARY	The Sheriff's Office would like to surp	olus existing weapons and ammunition	on to use as trade in on the succession		
	The state of the s	Department issued Invitation to Bid	No. 18-20 in response to those	nase	
	of new Glock Pistols. The Purchasing Department issued invitation to Bid No. 18-20 in response to those requirements.				
	A total of ci-line vice vi				
	A total of eighteen notifications were distributed and two responses were received and evaluated as follows:				
		G & T Distributors, Austin, TX	Kiesler Police Supply,		
	Glock Model 45 Pistols (120 Each)	\$62,460,00	Jeffersonville, IN		
	Less Trade-In of existing weapons	\$62,460.00	\$62,460.00		
	and ammunition	\$40,370.00	#20 #20 00		
	Total Purchase	\$22,090.00	\$38,790.00		
		The second secon	\$23,670.00		
	Pursuant to Chapter 11, Section 1142 of the attached sheets of existing weapons	f the Jackson County Code the Dur	phonina Donasti		
	The state of the s	and ammunition be declared surply	and used for trade	is that	
	pistols.	ov dovided surpti	o and used for trade-in on new (	Glock	
	Pursuant to Chapter 1054.6 of the Jacks	son County Code, the Sheriff's Offi	e and the Purchasing Denorting	ant	
	The state of the distance of the state of th	ISLOIS DE MANE IN COXO I Dietributor	and Austin TW	nd host	
CLEARANCE	bid after the deduction of the surplus tra	ade-in existing weapons and ammur	ition.	id best	
CLEARANCE	1	,			
	Tax Clearance Completed (Purchas	sing & Department) N/A			
	Business License Verified (Purchas	sing & Department) N/A e Action/Prevailing Wage (County)			
	est chapter o compliance - Athrmativ	e Action/Prevailing Wage (County	Auditor's Office)		

COMPLIANCE	MBE Goals WBE Goals No goals assigned VBE Goals	
ATTACHMENTS	The Abstract of Bids, Recommendation Memorandum from Sgt. Travis Phillips of the Spertinent pages of G & T Distributors bid documents and the Surplus Declaration forms  Department Director:	Sheriff's Office, the
	Finance (Budget Approval):  If applicable  Division Manager  M. Birkello  APPROVED  By Mark Lang at 10:15 am, Oct 13, 2020	Date: Date: 0-/3-70
		Date: 10 /24/20

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

X	This expenditure was included in the	annual budget.	
	Funds for this were encumbered from	n the	_ Fund in,
	There is a balance otherwise unencur is chargeable and there is a cash bala payment is to be made each sufficient	mbered to the credit of the appropria ince otherwise unencumbered in the at to provide for the obligation herein	tion to which the expenditure
	Funds sufficient for this expenditure		
	Funds sufficient for this appropriation		
	Account Number:	Account Title:	Amount Not to Exceed:
	This award is made on a need basis as funds for specific purchases will, of a	nd does not obligate Jackson County secessity, be determined as each usin	to pay any specific amount. The availability of
	This legislative action does not impac	et the County financially and does no	ot require Finance/Budget approval.

### Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#					
Date:	October 13, 2020			RES#	20	537
Depart	ment / Division	Charac	ter/Description	_ :	Not t	o Exceed
001	General Fund					
4201	Sheriff	57520	Small Arms & Ammunition	_	\$	22,090
				_ :		
		=		_		
		-				
		-				
		_				
		-		-		

**APPROVED** 

By Mark Lang at 10:18 am, Oct 13, 2020

**Budget Office** 

22,090

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

A RESOLUTION transferring \$32,670.00 within the 2020 General Fund and awarding a contract for the furnishing of X-ray equipment for use by the Department of Corrections to Smith Detection of Edgewood, MD, under the terms and conditions of GSA Contract No. GS-07F-081DA, an existing government contract, at an actual cost to the County in the amount of \$33,682.00.

RESOLUTION NO. 20538, October 26, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, The Department of Correction has a need for X-ray equipment for the staff entrance at the Jackson County Detention Center to replace existing equipment that is in need of extensive repairs; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the needed X-ray equipment from Smith Detection of Edgewood, MD, under the terms and conditions of GSA Contract No. GS-07F-081DA, an existing, competitively bid government contract, at an actual cost to the County in the amount of \$33,682.00; and,

WHEREAS, a transfer is required to place needed funds in the appropriate spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 General Fund:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
General Fund			
Corrections			
001-2701	58160-		
	Radio/Communications Equip.	\$32,670	
001-2701	58170-		
	Other Equipment		\$32,6

majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20538 of October 26, 2020, was duly passed on \_\_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_\_ Nays \_\_\_\_\_\_

Abstaining \_\_\_\_\_\_ Absent \_\_\_\_\_\_

Date

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

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

ACCOUNT NUMBER: 001 2701 58160

ACCOUNT TITLE: General Fund

Corrections

Radio/Communications Equip.

NOT TO EXCEED: \$32,670.00

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

ACCOUNT NUMBER: 001 2701 58170

ACCOUNT TITLE: General Fund

Corrections

Other Equipment

NOT TO EXCEED: \$33,682.00

Interim Chief Administrative Officer

### REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/SMKd No.: 20538
Sponsor(s): Crystal Willia
Date: October 26, 20

Crystal Williams October 26, 2020

SUBJECT	Action Requested  Resolution Ordinance	
DI III CET	Project/Title: Requesting the transfer within the General Fund of \$32,670 and authorizing the Equipment for the Department of Corrections from Smith Detection of Edgewood, MD und conditions of GSA Contract No. GS-07F-081DA in the amount of \$33,682.	ne purchase of X-Ra er the terms and
BUDGET INFORMATION To be completed By Requesting Department and Finance	Amount authorized by this legislation this fiscal year:  Amount previously authorized this fiscal year:  Total amount authorized after this legislative action:  Amount budgeted for this item * (including transfers):  Source of funding (name of fund) and account code number:  TRANSFER from: 001-2701-58160 General Fund, Corrections, Radio Equipment  TRANSFER to: 001-2701-58170 General Fund, Corrections, Other Equipment  001-2701-58170 General Fund, Corrections, Other Equipment  TOTAL	\$33,682 \$33,682 \$33,682 \$32,670 \$32,670 \$1,012 \$33,682
·	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:  No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and Department: Estimated Use:  Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	use of contract:
PRIOR	Prior ordinances and (date):	
LEGISLATION	Prior resolutions and (date):	
INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881	-3253
REQUEST SUMMARY	The Department of Corrections is requesting the purchase of new X-Ray Equipment for the facility. The current equipment's warranty has expired and needs several expensive replace boards.  Pursuant to Section 1030.4 of the Jackson County Code, Purchasing and Department of Conthe purchase of new X-Ray Equipment from Smith Detection of Edgewood, MD under the of GSA Contract No. GS-07F-081DA an existing government contract in the amount of \$33.	Staff Entry at its ements of computer rrections recommend terms and condition
	existing contract is recommended due to the higher discounts provided on larger contracts.  The Director of Finance and Purchasing also recommends the transfer of \$32,670 as follows.	rs:
CLET BANGE		ROM: TO: 2,670 \$32,670
CLEARANCE	<ul> <li>☐ Tax Clearance Completed (Purchasing &amp; Department)</li> <li>☐ Business License Verified (Purchasing &amp; Department)</li> <li>☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</li> </ul>	·)
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals ☐ VBE Goals	

ATTACHMENTS	A Memorandum by Deloris Wells, Deputy Director of Administration for the Departme Quote from Smith Detection and the pertinent pages of GSA Contract No. GS-07F-081	ent of Corrections, a
REVIEW	Department Director:	Date:
	Finance (Budget Approval):  If applicable  Division Manager: (1 MM )  APPROVED  By Mark Lang at 9:56 am, Oct 15, 2020	Date:
	County Counselor's Office: 12	Date: 16-19-2020
	Syan Course	Date: 10/22/20

This expenditure was include	ed in the annual budget.	
Funds for this were encumbe	red from the	Fund in,
is chargeable and there is a ca	unencumbered to the credit of the a ash balance otherwise unencumbere ufficient to provide for the obligation	ppropriation to which the expenditure in the treasury to the credit of the fund from which on herein authorized.
Funds sufficient for this expe	nditure will be/were appropriated by	y Ordinance #
	opriation are available from the sou	
A annual Number	Account Title:	Amount Not to Exceed:
Account Number:		

This legislative action does not impact the County financially and does not require Finance/Budget approval,

### **Fiscal Note:**

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

		PC#						
Date:	October 15, 2020					RES#	20	)538
Depart	tment / Division	Char	ac	ter/Description	Fro	m	То	
001	General Fund							
2701	Corrections	5816	0	Radio/Communications Equip.	\$	32,670	\$	-
2701	Corrections	5817	0	Other Equipment	_	-	-	32,670
		-			\$	32,670	\$	32,670
Depart	tment / Division	PC#	ac	ter/Description			Not t	o Exceed
Denad	tment / Division	Char	20	ter/Description			Not t	o Evened
001	General Fund	_						
2701	Corrections	5817	0	Other Equipment		Ţ.	\$	33,682
						1		
							\$	33,682

### **APPROVED**

By Mark Lang at 9:56 am, Oct 15, 2020

Budget Office



### Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



From: Deloris Wells- Deputy Director of Administration

**DATE:** August 11, 2020

TO: Barbara Casamento, Purchasing

CC: Matthew Lewis, Danny Barnes, Seth Helmuth

Director Diana Turner

### RE: X-Ray Machine

In 2017, the scanner that we have now was purchased. It is an Autoclear 6040 x-ray inspection system, serial number 17-12-04 L#341. The warranty for this machine is expired and we have 4-2" detector boards and 2-4" detector boards that need to be replaced for the machine to scan properly. It is not practical to continue to make costly repairs to this machine that is no longer covered under warranty.

The current equipment is located at the staff entrance to the facility and it is used to enhance the safety and security of staff and inmates. This equipment is used daily during every shift.

This purchase will be made transferring \$32,670.00:

From: 001-2701-58160 (Radio Equipment)

To: 001-2701-58170 (Other Equipment)

The total cost for the new machine including the warranty (4-Year) is \$33,681.54. After the transfer is complete the purchase will be made using account 58170.

D. Wells.

### smiths detection

### bringing technology to life

Tax ID#: 22-3552823 DUNS #: 53050980

Kristin Harts **Account Executive Smiths Detection** 2202 Lakeside Blvd Edgewood, MD 21040 Phone:

219-661-8964 Fax: 219-661-8965 Email: kharts@securmar.com

### Smiths Detection Equipment Proposal

Prepared for Matthew Lewis Company Jackson County Jail Location 1300 Cherry St Kansas City, MO 64106 Phone 816-308-0319

**Email Address** mlewis@jacksongov.org Date October 9, 2020 Quote number 04-20-061SDX **Delivery Location(s)** Kansas City, MO

**Delivery Terms** FOB Origin Freight Allowed **Expected Delivery** 3-16 weeks ARO

ayme	ent Terms Net 30 days	Validity of Quote	60 days	
QTY	DESCRIPTION	Statement of the statem	UNIT PRICE	EXTENDED PRICE
1	Smiths Detection HI-SCAN 7555 GSA Contract number: GS-07F-0 GSA Part Number: 11131362	### R81DA  H, Overall Dims: 83.5"L x 38.8"W x 56.8"I esolution: 39-40 AWG  rea Detection  t Functions	\$19,871.54	\$19,871.54
	A TOREST STATE OF THE	Roller Tables	Fire of the control o	
	1/2-meter Entrance or Exit Rolle 1-meter Roller Table (entrance of 2-meter	or exit)	\$850.00 \$950.00 \$1,350.00	
T. C	on the same of the	hipping, Handling & Installation	V. 5 7-30	
1	Shipping (terms detailed above)		\$950.00	\$950.0
1	Installation Unit installation Radiation Leak Survey 2-hour Operator Orientation		\$1,100.00	\$1,100.00
		Service Agreement Options		
	Extended Warranty with Preven On-site service coverage 8:30 am All labor, travel time and travel e All replacement parts required Unlimited access to 24/7 Technic	n to 5:00 pm, Monday to Friday xpenses		

	TOTAL PRICE	\$21,921.54
4-year Onsite Service with PMI	\$11,760.00	
2-year Onsite Service with PMI 3-year Onsite Service with PMI	\$6,655.00 \$9,377.00	
1- year Onsite Service with PMI	\$3,547.00	
Annual PMI and Radiation Leak Survey	1 1	1

Smiths Detection terms and conditions for GSA Contract# GS-07F-081DA are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in accordance with these terms and conditions. These terms and conditions can be located at the GSA Advantage Website.

Manager Approval



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### GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>

### WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

SCHEDULE TITLE: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EVERMGENDY/DISASTER RESPONSE

**INDUSTRIAL GROUP: 84** 

CONTRACT NUMBER: GS-07F-081DA

PERIOD COVERED BY CONTRACT: March 15, 2016 - March 14, 2021

Smiths Detection, Inc.

2202 Lakeside Blvd. Edgewood, MD 21040 (P) 410-612-2625 (F) 410-510-9496

http://smithsdetection.com/

Contractor's Administration Source:

Point of Contact:

Donna Hensel

Point of Contact Phone:

203-917-8735

Point of Contact Email:

donna.hensel@smiths-detection.com

General Services Administration

Management Services Center Acquisition Division

Modification #\_25\_, dated 9/19/2017

Business Size: Other than Small Business

DUNS: <u>194239018</u>

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <a href="http://www.fss.gsa.gov">http://www.fss.gsa.gov</a>.

### Smiths Detection, Inc. GSA Awarded Pricelist

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SIN	Manufacturer	Product Number	Product Name	Product Description	uoı	Awarded GSA Price	coo	Warranty
426-4K	Smiths Detection	11131358	Hi-SCAN 5030si (Includes Cart)	Hi-SCAN 5030si (Includes Cart)	EA	\$16,977.33	us	Standard Commercial Warranty
426-4K	Smiths Detection	11131360	HI-SCAN 6040i	HI-SCAN 6040i	EA	\$20,189.46	US	Standard Commercia Warranty
426-4K	Smiths Detection	11131352	HI-SCAN 6046si	HI-SCAN 6046si	EA	\$40,241.81	us	Standard Commercia Warranty
426-4K	Smiths Detection	11131362	HI-SCAN 7555i	HI-SCAN 7555i	EA	\$19,871.54	US	Standard Commercia Warranty
426-4K	Smiths Detection	11131364	HI-SCAN 7555si	HI-SCAN 7555si	EA	\$25,179.31	us	Standard Commercia Warranty
426-4F	Smiths Detection	029-1001-G1	HazMatID Elite Downrange-1 Package - DOD Green	HazMatID Elite Downrange- 1 Package - DOD Green	EA	\$38,585.55	us	Standard Commercia Warranty
426-4F	Smiths Detection	029-1001-G2	HazMatlD Elite Command Package-Dual Diamond-DOD Green	HazMatID Elite Command Package-Dual Diamond- DOD Green	EA	\$40,200.71	US	Standard Commercia Warranty
426-4E	Smiths Detection	023-6021-G	LCD 3.3 Green (includes 1 Year Reachback w/loaner)	LCD 3.3 Green (includes 1 Year Reachback w/loaner)	EA	\$9,975.26	US	Standard Commercia Warranty
426-4E	Smiths Detection	023-6022-G	LCD 3.3 Green (includes 3 Year Reachback w/loaner)	LCD 3.3 Green (includes 3 Year Reachback w/loaner)	EA	\$11,970.32	US	Standard Commercia Warranty
426-4E	Smiths Detection	4823750NEG-C	Sabre 5000 - Explosives Mode Detection System	Sabre 5000 - Explosives Mode Detection System	EA	\$22,601.01	UK	Standard Commercia Warranty
426-4M	Smiths Detection	4823750POS-C	Sabre 5000 - Narcotics Mode Detection System	Sabre 5000 - Narcotics Mode Detection System	EA	\$24,000.40	UK	Standard Commercia Warranty
426-4E	Smiths Detection	4823750DUAL-C	Sabre 5000 - Explosives & Narcotics with ASV Detection System	Sabre 5000 - Explosives & Narcotics with ASV Detection System	EA	\$22,770.78	UK	Standard Commercia Warranty
426-4E	Smiths Detection	4823750TRI-C	Sabre 5000 - Explosives, Narcotics & CW/ASV (EXP) Detection System	Sabre 5000 - Explosives, Narcotics & CW/ASV (EXP) Detection System	EA	\$25,591.94	UK	Standard Commercia Warranty
426-4E	Smiths Detection	4822800TRI-FR	Sabre 5000 - Explosives, Narcotics & CW/ASV (CW-TIC) Detection System	Sabre 5000 - Explosives, Narcotics & CW/ASV (CW- TIC) Detection System	EA	\$25,400.76	UK	Standard Commercia Warranty

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

**A RESOLUTION** congratulating St. James Missionary Baptist Church of Kansas City, Missouri, on the occasion of its 150<sup>th</sup> anniversary.

**RESOLUTION NO. 20539, October 26, 2020** 

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, St. James Missionary Baptist Church of Kansas City, Missouri, is celebrating its 150<sup>th</sup> Anniversary; and,

WHEREAS, St. James Missionary Baptist Church was founded on November 3, 1870, by brothers Wallace E. and Howard Smith, who arrived in Westport, Missouri, from Richmond, Kentucky, with their families; and,

WHEREAS, the families eventually came to this area and, finding no Baptist church for African-Americans in Westport, together with other founding members Frank and Lettie Wells, B.J. Yates, and Henry Collins, Sr., they formed a new church led by the Reverend Jesse Harris; and,

WHEREAS, early church services were held at temporary quarters at the southeast corner of Archibald Street and what is now Mill Street, with many members baptized in Brush Creek; and,

WHEREAS, in its early form, St. James was known as the United Baptist Church of Christ at

St. James Chapel and, in 1883, the young preacher L.M. Leonard ran a successful revival meeting, resulting in a great expansion of the church's membership; and,

WHEREAS, by the turn of the century, St. James had grown to a stable and established church, clearing its debt with a steady membership and notable pastoral leadership; and,

WHEREAS, over its history, St. James has suffered two significant fires, one in 1987 and the other in 1996 and, despite these setbacks, the church has rebuilt with new hope and growing faith; and,

WHEREAS, out of its struggle St. James now envisions itself as a multicultural church that makes a difference by serving food to the homeless, caring for children of single mothers, and collecting clothes for the needy – a church that is community-driven and reflective of its racially diverse, young Westport neighborhood; and,

WHEREAS, as it plans for the future, St. James Missionary Baptist Church has selected its current pastor, the Reverend Paul O. Jones, to lead the congregation in its mission; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates St. James Missionary Baptist Church, on the occasion of its 150<sup>th</sup> anniversary and extends sincere best wishes for continued success in the future.

Effective Date: This Resolution shall be effective immediately upon its passage by a

### 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 janitorial supplies for use by various County departments to Controlled Environmental Products, Inc., of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 41-20.

RESOLUTION NO. 20540, October 26, 2020

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 41-20 for the furnishing of janitorial supplies for use by various County departments; and,

WHEREAS, a total of eighty-nine bid notifications were distributed, eight responses were received, six responses were rejected as non-responsive, and the remaining two bids were evaluated from the following:

Controlled Environmental Products, Inc. Kansas City (Clay County), MO

Interboro Montgomery, NY

and.

WHEREAS, pursuant to section 1054.6, <u>Jackson County Code</u>, 1984, the Director of Finance and Purchasing recommends the award for the furnishing of janitorial supplies to Controlled Environmental Products, Inc., of Kansas City, MO, as the lowest and best bidder meeting specifications; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount; now therefore,

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

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

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. 20540 of October 26, County Legislature. The votes thereon were as follows: Yeas Nays \_\_\_\_\_ Abstaining \_\_\_\_\_ Absent Date Mary Jo Spino, Clerk of Legislature This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

Effective Date: This Resolution shall be effective immediately upon its passage by a

Interim Chief Administrative Officer

### REQUEST FOR LEGISLATIVE ACTION

### Version 6/10/19

Completed by County Counselor's Office: Res/Ord No.: 20540

Date:

Sponsor(s): Charlie Franklin October 26, 2020

SUBJECT	Action Requested  Resolution Ordinance						
	Project/Title: Awarding a Twelve Month Term and Supply Co for the furnishing of Janitorial Supplies and Equipment for use	e by Various County Depart	ments to Controlled				
	Environmental Products of Kansas City, Missouri under the te	erms and conditions of Invita	ation to Bid No. 41-20.				
BUDGET INFORMATION	Amount outhorized by this last the sale of the						
To be completed	Amount authorized by this legislation this fiscal year:  Amount previously authorized this fiscal year:		\$				
By Requesting	Total amount authorized after this legislative action:		\$				
Department and Finance	Amount budgeted for this item * (including transfers):						
1 mance	Source of funding (name of fund) and account code number:		s				
	* If account includes additional funds for other expenses, total budgeted in th OTHER FINANCIAL INFORMATION:	e account is: \$	9				
	No budget impact (no fiscal note required)  Term and Supply Contract (funds approved in the annual	hudget): estimated value and	duse of contract				
	Department: Various County Departments Estim	ated Use: \$300,000.00	d use of contract.				
	This RLA only approves the Term and Supply Contract. The	funds were appropriated thro	ough the annual budget				
	adoption. Figures included in the Budget Information section	are for information purposes	s to provide estimate of				
	the contract value.						
	Prior Year Budget (if applicable):						
	Prior Year Actual Amount Spent (if applicable):						
PRIOR	Prior ordinances and (date):						
LEGISLATION	Prior resolutions and (date): 18796, 4/13/2015, 17541, 3/14/20	011					
CONTACT							
INFORMATION REQUEST	RLA drafted by (name, title, & phone): Katelyn Edgar, Buyer	, 881-3292					
SUMMARY	Various County Departments require a Term and Supply Con- Equipment. The Purchasing Department issued Invitation to E	tract for the furnishing of Ja Bid No. 41-20 in response to	nitorial Supplies and those requirements.				
	A total of eighty-nine notifications were distributed and eight rejected as non-responsive. The two other bids were evaluated	d as follows:	x of which were				
	Vendor and Location	Total of Items 01-46	Total Items Bid				
	Controlled Environmental Products, KCMO	\$2,169.61	46				
	Interboro Packaging Company, Montgomery, NY	\$166.17	4				
	Pursuant to Section 1054.6 of the Jackson County Code, the F the award of a Twelve Month Term and Supply Contract with	One Twelve Month Option	to Extend, for the				
	furnishing of Janitorial Supplies and Equipment for the use by Various County Departments to Controlled Environmental Products of Kansas City, Missouri as the lowest and best bid meeting specifications.						
	This award is made on a "As Needed" basis and does not obli The availability of funds for specific purchases is subject to a	gate Jackson County to pay nnual appropriations.	any specific amount.				

CLEARANCE	<ul> <li>☐ Tax Clearance Completed (Purchasing &amp; Department)</li> <li>☐ Business License Verified (Purchasing &amp; Department)</li> <li>☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</li> </ul>					
COMPLIANCE	<ul> <li>         ⋈ MBE Goals 9.5%         <ul> <li>             □ WBE Goals 0%             □ VBE Goals 9.5%         </li> <li>             □ CUP has been accepted by Compliance Review; Goals are being met at stated.         </li> </ul> </li> </ul>					
ATTACHMENTS	The Abstract of Bids, the Award Recommendations from the Using Departments and the pertinent pages of Controlled Environmental Products bid documents.					
REVIEW	Finance (Budget Approval):  If applicable  Division Manager:  County Counselor's Office:  Ly our Counselor's Office:  Division Manager:  Ly our Counselor's Office:  Ly ou	Date: 10-13-2020  Date: 10-19-2020  Date:   6/22/20				

### Fiscal Information (to be verified by Budget Office in Finance Department) This expenditure was included in the annual budget. Funds for this were encumbered from the Fund in \_\_\_\_\_. There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funds sufficient for this expenditure will be/were appropriated by Ordinance # Funds sufficient for this appropriation are available from the source indicated below. Account Number: Account Title: Amount Not to Exceed: This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of X funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

	Invitation to Bid 41-20 Janitorial Supplies			Sam Tell & Sons	All American Poly	Interboro Packaging Co.	Central Poly-Bag Corp	Pyramid Paper Company	Clayton Paper Distribution Inc	Regal Distributing	Controlled
-	Opens: 2:00 PM, CDT on 9/22/2020			Frederic Smilow				Bonnie Miller			Products, inc
-	NOITGIGUES	VIO TIMIT	2	Farmingdale, NY	Piscataway, NJ	Montgomery, NY	Linden, NJ	Tampa, FL	St Joseph, MO	Lenexa, KS	KCMO
_10	DESCRIPTION		5	AMOONE	AMOOMA	AMOONI	AMOUNI	AMOONI	AMOUNI	AMOUNT	AMOUNT
	Georgia Pacific #89480 enMotion High Capcity Roll Towel, Brown, 800' 6 Rolls/Case No Alternates or Comparables	Cases	270	s NS	» NB	\$ s	s X &	s NB	s 52.90	52.90 \$ 50.33	\$ 49.05
- 1 -	Georgia Pacific #23504 Envision Singlefold Paper Towels, Brown, 250/Pkg, 16 Pkgs/Case No Alternates or Comparables	Cases	20	\$	8	S	S	•	\$ 21.97	21.97 \$ 19.87 \$ 19.20	\$ 19.
or toler from	Georgia Pacific #26301 Envision High Capacity Roll Paper Towel, Brown, 800' 6 Rolls/Case No Alternates or Comparables	Cases 1535	1535	9	s	8	S	69	\$ 23.90	23.90 , 23.22 , 21.90	\$21.
	Georgia Pacific #19378 Compact Coreless High Capacity 2-Ply Bathroom Tissue, 1,500 Sheets per Roll: 18 Rolls/Case No Atternates or Comparables	Cases	420 \$		₩.	\$	s	8	s 39.95	39.95 \$ 35.32 \$ 33.50	33.
-	Roses Southwest Papers #8863942156 2-Ply Tollet Paper, 96 Rolls/Case	Cases 1200 \$	1200 \$	127.05	69	9	- 6	69	\$ 28.97 \$ 36.42 \$ 25.50	\$ 36.42	\$ 35.
A Person	Atlas Green Heritage #235 Recycled 2-Ply Toliet Tissue, 96 Rolls/Case	Cases 1078 \$	1078	95.89	69	69	s 36.00	- 69	\$ 48.97	28.97 s NB	\$ 28.95
	Hospeco HOS HG-5000 Health Gards Toliet Seat Cover, 250/Pkg, 20 Pkgs/Case	Cases	20 \$			9	s NB	s 39.98	\$ 39.98 \$ 37.94 \$ 31.32 \$ 35.56	\$ 31.32	\$ 35.
→ III	Windsoft WIN 2360 2-Ply Facial Tissue, 12 Boxes/Case	Cases 100 \$	100	\$ 88.011		69	S	\$ 13.92	19.47	19.47 \$ 21.43 \$ 22.13	23.
02/	Georgia Pacific #42711 enMotion Foam Soap with Moisturizers 1200 mL/each 2 Each/Case No Alternates or Comparables	Cases	205 \$			9	s	, NB	\$ 33.95	33.95 , 34.51 , 33.28	33
L 1 111	Dial #8103 Foam Antibacterial Soap, 800 mL/each, 8 Each/Case	Cases 200 \$	200	53.89		8		> s	\$ 52.62	52.62, 15.58 : 41.26	41.
[ ] qua	Dial #00184 Antibacterial Bar Soap, .64 oz bar, 1,000 Bars/Case	Cases	462	NB	_	-	-		49.47	54.5%	76.6
	CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: MEDIAN BOUND CLERK OF THE LEGISLATURE ATTLL BANA										

ABSTRACT OF BIDS

#### 5.0 REQUIRED SUBMITTALS

- 5.1 If the Bidder's company is not located in the Greater Kansas City Metropolitan Area, how you intend to perform the services detailed herein.
- 5.2 Manufacturer's Specifications and Warranty Information on the Products being bid.
- 5.3 Manufacturer's Current Catalog with Price Lists on Products being bid.

#### 6.0 EVALUATION PROCESS

All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted and its decision shall be final.

#### 7.0 QUESTIONS

7.1 All questions regarding this Invitation to Bid must be in writing and emailed as detailed under the General Conditions, Item Number Five on Page 10 of this Invitation to Bid by 5:00 PM, CST on September 8, 2020. Point of Contract for the Purchasing Department is Katelyn Edgar, email address: <a href="mailto:kedgar@jacksongov.org">kedgar@jacksongov.org</a>. All questions will be answered in the form of Addenda on the Jackson County, Missouri website. Failure to follow this procedure MAY result in the REJECTION OF YOUR BID.

#### 8.0 QUOTATIONS

- 8.1 The pricing on this contract shall consist of:
  - 8.1.1 Specific pricing for High Volume Items
  - 8.1.2 Catalog Discounts to be applied to the Contractor's published Catalog pricing
- 8.2 High Volume Items (Bid Items 1-45) Quantities are 12-month estimates based on prior year purchases. The County may or may not exceed these estimates; pricing shall remain first for the first six (6) months of the Contract.
- 8.3 The County requires that the Successful Contractor keep an in-stock inventory of all High Volume items.
- 8.4 If you are bidding on items other than specified herein, you will need to include Manufacture's Descriptive Literature on the items you are bidding; failure to include the literature will result in the rejection of that item.
- 8.5 The County Reserves the right to determine if items bid are equal to items specified.
- 8.6 Where "No Alternates or Comparable" are listed, none will be accepted.
- 8.7 High Volume Items

No.	Description	Estimated Quantity	Unit Price	Manufacture and Package Unit Bid
Pape	er Products			
1.	Georgia Pacific #89480 enMotion High Capacity Roll Towel, Brown, 800' 6 Rolls/Case No Alternates or Comparables	270 Cases	\$ 49.05	G/P 89480 6 Rolls/Case
2.	Georgia Pacific #23504 Envision Singlefold Paper Towels, Brown, 250/Pkg, 16 Pkgs/Case No Alternates or Comparables	50 Cases	\$ 19.20	G/P 23504 16 Pkgs of 250 per case

3	Georgia Pacific #26301 Envision High Capacity Roll Paper Towel, Brown, 800' 6 Rolls/Case No Alternates or Comparables	1535 Cases	\$ 21.90	G/P 26301 6 Rolls/Case
4	Georgia Pacific #19378 Compact Coreless High Capacity 2-Ply Bathroom Tissue, 1,500 Sheets per Roll; 18 Rolls/Case No Alternates or Comparables	420 Cases	\$ 33.50	G/P 19378 18 Rolls/Case
5	Roses Southwest Papers #8863942156 2 Plv Toilet Paper, 96 Rolls/Case	1200 Cases	\$ 25.50	Roses 42156 96 Rolls/Case
6	Atlas Green Heritage #235 Recycled 2 Ply Toilet Tissue, 96 Rolls/Case	1078 Cases	\$ 28.95	Resolute (Atlas) 275 96 Rolls/Case
7	Hospeco HOS HG-5000 Health Gards Toilet Seat Cover, 250/Pkg, 20 Pkgs/Case	20 Cases	\$ 35.56	Hospeco HG-5000 250/Pkg, 20 Pkgs/Case
8	Windsoft WIN 2360 Two-Ply Facial Tissue, 12 Boxes/Case	100 Cases	\$ 22.12	Windsoft 2360 100/Box, 30 Boxes/Case
9	ps and Detergents Georgia Pacific #42711 enMotion Foam	205 0	A	
,	Soap with Moisturizers 1200 mL/Each 2 Each/Case No Alternates or Comparables	205 Cases	\$ 33.28	G/P 42711 2/Case
10	Dial #8103 Foam Antibacterial Soap, 800 mL/Each, 8 Each/Case	200 Cases	\$ 41.26	Dial 8103 Discontinued Dial 05067, 3-1.25L/Case
11	Dial #00184 Antibacterial bar Soap, .64 oz Bar, 1 000 Bars/Case	462 Cases	\$ 77.61	Dial 00184 1000 Bars/Case
12	GOJO #9656-06 Purell Hand Sanitizer, 800mL/Each, 8 Eaches/Case	250 Cases	\$ 54.50	GOJO 9656-06 6 800ml/Case
13	Kimberly Clark #KCC91298 Skin Cleanser W/PCMX, Antibacterial, 800ml Refill	2 Cases	\$ No Bid	KC 91298 Discontinued
14	Premium Hand Cleanser - Soluble @ 75° F for Kitchen Use	2 Cases	\$ 26.75	Intercon 270-00001 4 Gal/Case
	sh Can Liners			
15	Berry Plastics #BER-PG63858XB, 38 x 58 Black Linear Low Density 1 Mil Can Liner, 60 Gallon Capacity, 100 Each/Case	1150 Cases	\$ 13.92	Inteplast 3858 1 mil 100/Case
16	Jaguar Plastics #L2423L, Small Trash Bags, Black, 24" x 23", .35mil thick, 10 Gallon, 500 Each/Case	600 Cases	\$ 9.25	Inteplast B72410XK 500/Case
17	Tyco #PG63858XB Large Trash Liner, Black, 38" X 58", 1.0 Mil thickness 100 bags/Case	620 Cases	\$ 13.92	Inteplast 3858 1 mil 100/Case
Hov	res			
8	Prime Source #75006220X Hands Off, Vinyl Gloves, Latex Free, All Sizes, 100/Box, 8 Boxes/Case	500 Cases	\$ 92.50	Boardwalk BWK315 100/Box, 10 Boxes/Case
9	Kleenguard G-10 Powder-Free Latex Gloves, Beaded Cuff, Textured Fingertips, 9.5" Length, 6.7 mils thick, Sizes Medium - Extra Large, 100/Box	75 Cases	\$ 11.00	KC 57374 100/Box, 10 Boxes/Case

Bro	oms/Mops/Brushes/Pads/Sponges			
20	Talco #280128 Yellow Cellulose Sponge - Small, 6.25" L x 3.375" W x 1" H, 48 Each/Case	800 Cases	\$ 26.38	Boardwalk BWKCS1A 48/Case
21	Zephyr #13524 Cotton Dustmop Head, 5 X 24 in. 6/Case	150 Cases	\$ 44.00	Boardwalk BWK1324 6/Case
22	Unisan #2016C, Mop Head, #16 Cotton, 12 Each/Case	700 Cases	\$ 27.50	Zephyr ZR58002 12/Case
23	Premiere Pads #196 Medium Duty Scour Pad, 9" Length x 6" Width, Green, 20 Each/Box	500 Cases	\$ 4.65	Boardwalk BWK196 20/Box
24	Unisan #636, Handle, 60 Inch, Fiberglass, Black, Sold Individually	200 Each	\$ 8.08	Boardwalk BWK636 1 Each
25	Impact Plastics #84, Handle, Plastic Speed Change, Orange, 64" Long, Sold Individually	200 Each	\$ 9.48	Impact IMP84 1 Each
Floo	or Care			
26	JohnsonDiversey #5116002 Floor Science Floor Stripper, Gallon Bottle, 4 Bottles/Case	6 Cases	\$ 25.82	Diversey DVOCBD540434 4/Case
27	JohnsonDiversey #98391 Floor Science Finisher, Gallon Bottle, 4 Bottles/Case	6 Cases	\$ 51.02	Diversey DVOCBD540397 4/Case
	onal Hygiene Products			
28	Oraline #4199 Toothpaste, Clear tube, 3.0 Oz Tube, 76 Tubs/Case No Alternates or Comparables	132 Cases	\$ 58.69	Oraline 41998 72/Case
29	Oraline #9002 Toothbrush, Clear, Anti- Shank, 76 Each/Case No Alternates or Comparables	150 Cases	\$ 78.00	Oraline 90012 720/Case
30	Oraline #6002 Deoderant, Clear, 2.2 Oz/Each, 76 Each/Case No Alternates or Comparables	200 Cases	\$ 102.71	Oraline 60021 72/Case
31	Oraline #6001 Shampoo, Clear, 4.0 Oz/Each, 76 Each/Case No Alternates or Comparables	200 Cases	\$ 28.67	New World FS4 60/Case
32	Oraline #0012 Razors, 1 Blade, Anti- Shank, 100 Each/Box, 10 Boxes/Case No Alternates or Comparables	100 Cases	\$ 93.80	Oraline 90021 100/Box, 10 Box/Case
33	Hospeco #MT40 Sanitary Napkins, Maxithins #4, 250/Case	200 Cases	\$ 28.63	Hospeco MT40 250/Case
Disi	nfectants			
34	Diversey #2902593 Cleaner, All Purpose, Whistle 32 Oz. Bottle 12 Bottles/Case	2 Cases	\$ 14.23	Diversey DVOCBD540571 4/Case
35	Dymon #23332 Liquid Alive, 32 oz. 12 Bottles/Case	112 Cases	\$ 46.53	ITW Dymon 23332 12/Case
36	3M #70-0711-6225-2 HB Quat Disinfectant Clnr Cone 25L,Twist'nFill	88 Cases	\$ 244.94	3M 70-0711-6225-2 6 2L/Case
37	Lysol #REC 04650 Disinfectant Spray, Original Scent, 19 oz. Aerosol Can, 12 Cans/Case	2 Cases	\$ 68.22	Reckitt (Lysol) RAC0465 12/Case
38	3M #70071592045 3M Glass Cleaner Concentrate 1L ,Twist 'n Fill, 6 Bottles/Case	64 Cases	\$ 223.88	3M 7100052011 6 2L/Case

39	Chicopee #8507 Wet Wipe, Chix Competitive, Pink, 200 Towels/Case	116 Cases	\$ 21.63	Chicopee CHI8507 200/Case
40	King #CLIP PERC Clippercide, Aerosol, 12 Oz. 12 Cans/Case	5 Cases	\$ 80.00	King Clippercide 72130 12/Case
41	Clorox #35306 Cleaner/Degreaser, 409, 32 Oz. 12 Bottles/Case	26 Cases	\$ 33.20	Clorox CLO35306 12/Case
42	Citrus-Kleen #NCL-1095-29 Non-Butyl Cleaner Degreaser, 1 gal, 4 Gals/Case	25 Cases	\$ 49.80	Dymon ITW268014
43	Sodium Hypochlorite 5.25% Chlorine Bleach used for sanitation (kitchen)	52 Cases	\$ 14.50	Clorox CLO30966 3/Case
44	Quaternary Ammonia Sanitizer - Soluble  @ 75° F- Second Rinse-Auto-Chlor Sanitizing Solution	18 Cases	\$ 38.68	Intercon 234 4/Case
Mis	cellaneous			
45	Krystal EHTS72MAN Eco-Fresh Hang Tags, Mango 12 Each/Case	50 Cases	\$ 102.98	Boardwalk BWKCURVEMAN 12/Case
46	Hospital Specialty Co. Metered Aerosol Can, Assorted Scents, Delivers up to 3,400 metered spays, 12 Cans/Case	2 Cases	\$ 34.82	Hospeco HOS07917 12/Case

- 8.8 Catalog Orders (Bid Items 46-52): The County estimates spending at least \$100,000 during the next contractual year on Catalog Orders, this is an estimate only, the County may or may not exceed this amount. The County will require a published Catalog with pricing for its reference; the price shall be a net price calculated by taking the quoted percentage from the Contractor's catalog price.
- 8.9 If the Catalog you are bidding on is replaced or updated during the term of this Contract, the newer Catalog will be accepted as a replacement, however, the discount structure cannot change.

#### 8.10 Catalog Items

No.	Description	Percentage Discount
47	Catalog Discounts: Paper Products	30 %
48	Catalog Discounts: Trash Bags & Plastic Items	30 %
49	Catalog Discounts: Cleaners, Deodorizers and Aerosols	30 %
50	Catalog Discounts: Floor Care Items	30 %
51	Catalog Discounts: Personal Hygiene	30 %
52	Catalog Discounts: Miscellaneous Supplies	30 %
53	Catalog Discounts: Miscellaneous Equipment	25 %

SIGNATURE: Minh D. James		DATE:	9/22/2020
NAME: Marilyn D. Townsend	(Print or Type)	PHONE:	816-453-8900 X *223
TITLE: CEO and Chariman	(Print or Type)	CELL:	816-674-2164
COMPANY NAME: Controlled Environment Products, Inc	(Print or Type)	FAX:	816-453-7077
EMAIL ADDRESS: marilyn@netcep.com			
WED ADDRESS: netcep.com			



# JACKSON COUNTY Facilities Management Division

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

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

#### MEMORANDUM

From: Rick Gerla, Facilities Management Administrator

To: Katelyn Edgar, Buyer, Purchasing Department

Date: 9/29/2020

Subject: Bid 41-20 Janitorial Supplies, Term and Supply Contract Recommendation

Katelyn,

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

The Facilities Division would like to recommend moving forward with Controlled Environment Products, Inc. a vendor who applied for this contract.

Thank you,

Rick Gerla

Facilities Management Administrator

816.881.3748 (desk) 816.217.9310 (mobile)

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

A RESOLUTION excusing the absence of County Legislator Jalen Anderson from the Legislature's meetings of October 5, 12, and 19, 2020.

RESOLUTION NO. 20541, October 26, 2020

INTRODUCED BY Theresa Cass Galvin and Jeanie Lauer, County Legislators

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the absence of County Legislator Jalen Anderson from the Legislature's meetings of October 5, 12, and 19, 2020, be and hereby is excused pursuant to article II, section 13.4 of the County Charter.

majority of the Legislature.

APPROVED AS TO FORM:

Chief Deputy County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20541 of October 26, 2020, was duly passed on \_\_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_\_ Nays \_\_\_\_\_\_

Abstaining \_\_\_\_\_\_ Absent \_\_\_\_\_\_

Date

Mary Jo Spino, Clerk of Legislature

Effective Date: This Resolution shall be effective immediately upon its passage by a

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

A RESOLUTION transferring \$90,729.00 within the 2020 General Fund from various accounts representing projected savings to cover remaining financial obligations of the Department of Corrections through the end of 2020.

RESOLUTION NO. 20542, October 26, 2020

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, a transfer of funds within the 2020 General Fund is necessary in order for the Department of Corrections to be able to meet all financial obligations for the remainder of 2020; now therefore,

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

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
General Fund			
Corrections	21/42 500 Pt. of 500 with 50		
001-2701	56120- Milage Reimbursement	\$13,000	
001-2701	57191-		
	Wearing Apparel- Inmates	\$21,400	
001-2701	56080-		
	Other Professional Services	\$8,000	
001-2701	56110- Postage	\$2,000	
001-2701	56140- Travel Expense	\$4,000	
001-2701	56230- Printing	\$14,000	
001-2701	56750- Education Benefits	\$20,000	
001-2701	57140- Linen Supplies	\$8,329	
001-2701	56643-		
	Mobile Phone/Pager Rental		\$13,129
001-2701	56797- Alert II Charges		\$1,000
001-2701	56460- Refuse Collection		\$25,000
001-2701	56670- Rent - Miscellaneous		\$5,200
001-2701	57190- Wearing Apparel		\$25,000
001-2701	58170- Other Equipment		
00. 2101	out of Other Equipment		\$21,400

Effective Date: This Resolution shal majority of the Legislature.	I be effective immediately upon its passage by a
APPROVED AS TO FORM:	
Chief Deputy County Counselor	County Counselor
Certificate of Passage	
I hereby certify that the attache 2020, was duly passed on Legislature. The votes thereon were a	ed resolution, Resolution No. 20542 of October 26,, 2020 by the Jackson County as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
Duto	wary so opino, olerk of Legislature

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

ACCOUNT NUMBER: 001 2701 56120

ACCOUNT TITLE: General Fund

Corrections

Milage Reimbursement

NOT TO EXCEED: \$13,000.00

ACCOUNT NUMBER: 001 2701 57191

ACCOUNT TITLE: General Fund

Corrections

Wearing Apparel - Inmates

NOT TO EXCEED: \$21,400.00

ACCOUNT NUMBER: 001 2701 56080

ACCOUNT TITLE: General Fund

Corrections

Other Professional Services

NOT TO EXCEED: \$8,000.00

ACCOUNT NUMBER: 001 2701 56110

ACCOUNT TITLE: General Fund

Corrections Postage

NOT TO EXCEED: \$2,000.00

ACCOUNT NUMBER: 001 2701 56140

ACCOUNT TITLE: General Fund

Corrections

NOT TO EXCEED: Travel Expense \$4,000.00

NOT TO EXCEED: \$4,000.00

ACCOUNT NUMBER: 001 2701 56230

ACCOUNT TITLE: General Fund

Corrections Printing

NOT TO EXCEED: \$14,000.00

ACCOUNT NUMBER: 001 2701 56750

ACCOUNT TITLE: General Fund

Corrections

**Education Benefits** 

NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 001 2701 57140

ACCOUNT TITLE: General Fund

Corrections Linen Supplies

NOT TO EXCEED: \$8,329.00

Interim Chief Administrative Officer

### REQUEST FOR LEGISLATIVE ACTION

#### Version 6/10/19

Completed by County Counselor's Office: Res/Ord No.: 20542

Sponsor(s): Date:

Crystal Williams October 26, 2020

CIT	TTO I	10/	TIT
21	JB.	100	

Action Requested
Resolution
Ordinance

Project/Title: Transfer Savings within the Jackson County Detention Center 2020 Budget from various accounts where we have a projected savings, to cover our remaining financial obligations in the year 2020.

BUDGET INFORMATION To be completed By Requesting Department and Finance

Amount authorized by this legislation this fiscal year:	\$90,729.00
Amount previously authorized this fiscal year:	
Total amount authorized after this legislative action;  Amount budgeted for this item * (including transfers):	\$90,729.00
Source of funding (name of fund) and account code number:	\$90,729.00
From:	
001-2701-56120 (Mileage Reimbursement)	\$13,000,00
001-2701-57191 (Inmate Wearing Apparel)	\$21,400.00
001-2701-56080 (Other Professional Services)	\$8,000.00
001-2701-56110 (Postage)	\$2,000.00
001-2701-56140 (Travel Expense)	\$4,000.00
001-2701-56230 (Printing)	\$14,000.00
001-2701-56750 (Education Benefits)	\$20,000.00
001-2701-57140 (Linen Supplies)	\$8,329,00
To:	
001-2701-56643 \$13,129.00 (Mobile Phone)	\$13,129.00
001-2701-56797 \$1,000 (Regis)	\$1,000.00
001-2701-56460 \$25,000.00 (Refuse Collection)	\$25,000.0
001-2701-56670 \$5,200.00 (Rent Misc.)	\$5,200.00
001-2701-57190 \$25,000 (Wearing Apparel)	\$25,000.0
001-2701-58170 \$21,400.00 (Other Equipment)	\$21,400.0

<sup>\*</sup> If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:

purposition and incident policy commences and another		Constitution of the Consti
	No budget impact (no fiscal note required)  Term and Supply Contract (funds approved in the annual budget); estimated value a Department:  Estimated Use:	and use of contract:
	Prior Year Budget (if applicable):	
	Prior Year Actual Amount Spent (if applicable):	
PRIOR	Prior ordinances and (date):	The state of the s
LEGISLATION	Prior resolutions and (date):	
CONTACT	1101 (SOUTHOUSE AIM (CARD))	CONTRACTOR OF THE PROPERTY OF
INFORMATION	DT A dustad by (name title & whome)	
MINIMINOTALL	RLA drafted by (name, title, & phone):	
REQUEST	Deloris Wells, Deputy Director of Administration 816-881-4210	atual and Designation
SUMMARY	This RLA is requesting a transfer within the 2020 Jackson County Detention Center, Accounts to several the remaining 2020 supposes a charlest and appropriate the remaining 2020 supposes and the last several transfer within the 2020 supposes and the last several transfer within the 2020 supposes and the last several transfer within the 2020 supposes and the last several transfer within the 2020 supposes a several transfer within the 2020 supposes and the last several transfer within the 2020 supposes a several transfer within the 2020 supposes and the several transfer within the 2020 supposes and transfer within the 2020 supposes and the several transfer within the 2020 supposes and the several transfer within the 2020 supposes and transfer within the 2020 supposes and the 2020	
CLEARANCE	savings to cover the remaining 2020 expenses. Please see attached summary for addition	BIRI CELAII,
CLEARANCE	Tax Clearance Completed (Purchasing & Department)  Business License Verified (Purchasing & Department)  Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Of	fice)
COMPLIANCE	MBE Goals WBE Goals VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: Dean of function	Date: 10-19, 20
	Finance (Budget Approval):  If applicable  APPROVED  By Mark Leng at 9:40 am, Oct 20, 2020	Date:
	Division Magagery	Date: 10/22/2020
	County Counselor's Office:	Date;

Piscal Information (to	be verified by	Budget Office	in Finance De	parlment)

	This expenditure was include	d in the annual budget,	
	Funds for this were encumber	Fund in	
区	is chargeable and there is a ca	nencumbered to the credit of the a sh balance otherwise unencumbers ufficient to provide for the obligation	ppropriation to which the expenditure and in the treasury to the credit of the fund from which the find from which the find from which the find from which the first t
	Funds sufficient for this expen	aditure will be/were appropriated b	y Ordinance #
	Funds sufficient for this appro	opriation are available from the sou	urce indicated below.
	Account Number:	Account Title:	Amount Not to Exceed:

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

### **Fiscal Note:**

PC#

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

Date:	October 20, 2020				RES#_	205	42
Depart	ment / Division	Charac	ter/Description	Fro	m	То	
001	General Fund						
2701	Corrections	56120	Mileage Reimbursement	\$	13,000	\$	
2701	Corrections	57191	Wearing Apparel - Inmates		21,400		
2701	Corrections	56080	Other Professional Services		8,000		_
2701	Corrections	56110	Postage		2,000		-
2701	Corrections	56140	Travel Expense		4,000		- 4
2701	Corrections	56230	Printing		14,000		1
2701	Corrections	56750	Education Benefits	_	20,000		
2701	Corrections	57140	Linen Supplies		8,329		
2701	Corrections	56643	Mobile Phone/Pager Rental				13,129
2701	Corrections	56797	Alert II Charges				1,000
2701	Corrections	56460	Refuse Collection		- 2		25,000
2701	Corrections	56670	Rent – Miscellaneous				5,200
2701	Corrections	57190	Wearing Apparel		- 1		25,000
2701	Corrections	58170	Other Equipment	_		_	21,400
				_			
ΔΡΡ	ROVED			\$	90,729	\$	90,729

Budget Office

#### Jackson County Detention Center Transfer Request Detail

#### 1. Mobile Phone Transfer Request:

The Jackson County Detention Center Command Staff has cellular accounts that are provided under the Sheriff's Office plan. We need to move the funds to the appropriate account so that we can complete an Interdepartmental Transfer to move the annual portion for JCDC Staff to the Sheriff's Budget.

#### 2. REGIS Transfer Request:

We are requesting to transfer additional funding to cover the remaining bills for 2020 for our REGIS Account. This service is used to confirm warrants etc. before releasing inmates.

#### 3. Refuse Collection Transfer Request:

This year our compactor broke and was irreparable. As a result, we had to purchase a new one. In the interim we have been renting a compactor. We have also had to increase the frequency of the trash pickup service due to an increase in using paper goods in or effort to minimize the spread of COVID-19.

#### 4. Rent Misc. Transfer Request:

We have requested this transfer to cover the dishwasher and ice machine rental expense for the remainder of the year.

#### 5. Wearing Apparel Transfer Request:

We need additional funding to cover the cost of Employee uniforms.

#### 6. Other Equipment Transfer Request:

We had an emergent need to replace the tilt skillet and slicer in the kitchen. The one we have is irreparable. This is equipment that is used daily to prepare food for the inmates. It is urgent that we replace these items. A contract has already been approved for this purchase. RFP 19-20

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

A RESOLUTION authorizing the Prosecuting Attorney to execute an agreement with Swope Health Services, in collaboration with Morningstar Development Corporation, to engage in anti-drug and anti-violent crime treatment activities and purposes, at a cost to the County not to exceed \$67,000.00.

**RESOLUTION NO. 20543, October 26, 2020** 

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Crime Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the COMBAT Commission, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in anti-drug and anti-violent crime treatment activities; and,

WHEREAS, the COMBAT Commission solicited proposals from community agencies seeking to provide anti-drug and anti-violent crime treatment activities and services; and,

WHEREAS, the proposals were evaluated by outside reviewers who made funding recommendations to the Commission; and,

WHEREAS, after review of the outside evaluators' recommendations, the COMBAT

Commission has recommended that the Prosecuting Attorney be authorized to execute an agreement with Swope Health Services, in collaboration with Morningstar Development Corporation, to engage in anti-drug and anti-violent crime treatment activities and services at a cost to the County not to exceed \$67,000.00; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney be and is hereby authorized to execute an agreement with Swope Health Services, in collaboration with Morningstar Development Corporation, in a form to be approved by the County Counselor; and,

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20543 of October 26, 2020, was duly passed on \_\_\_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_\_\_ Nays \_\_\_\_\_\_

Abstaining \_\_\_\_\_\_ Absent \_\_\_\_\_\_

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

ACCOUNT NUMBER:

008 4404 56789

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

COMBAT Treatment

Outside Agency Funding

NOT TO EXCEED:

\$67,000.00

Date

Date

Interim Chief Administrative Officer

Mary Jo Spino, Clerk of Legislature

### REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19
Completed by County Counselor's Office:
Res/Ørd No.: 20543
Sponsor(s): Dan Tarwater :
October 26, 20 Dan Tarwater III October 26, 2020

	Date. October 20,	2020
SUBJECT	Action Requested  Resolution Ordinance	
	Project/Title: A resolution authorizing the County Prosecutor to execute an agreeme Services, in collaboration with Morningstar Development Corporation, funded by the Tax Fund for the 2020 fiscal year, which is engaged in anti-crime, anti-violence, anti-activities and purposes, not to exceed \$67,000.00.	e County's Anti-Crime Sale
BUDGET		
INFORMATION	Amount authorized by this legislation this fiscal year:	\$67,000.00
To be completed	Amount previously authorized this fiscal year:	\$3,781,604.92
By Requesting	Total amount authorized after this legislative action:	\$3,848,04.92
Department and Finance	Amount budgeted for this item * (including transfers):	\$4,276,003.00
rinance	Source of funding (name of fund) and account code number:  008-4404-56789 Outside Agency Funding	\$67,000.00
	* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION:  No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value Department:  Estimated Use:  Prior Year Budget (if applicable): \$3,227,214.00	ue and use of contract:
	Prior Year Actual Amount Spent (if applicable): \$2,865,314	
PRIOR	Prior ordinances and (date): Ord. # 5329, April 27, 2020	
LEGISLATION	Prior resolutions and (date): Res. # 20120 and 20365, March 25, 2019 and February	3 2020 respectively
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Keron Hopkins, Budget Coordinator, 816-88	AT EAST OF THE STATE OF
REQUEST SUMMARY	A resolution authorizing the County Prosecutor to execute agreement with Swope He collaboration with Morningstar Development Corporation, funded by the County's A for the 2020 fiscal year, which are engaged in anti-crime, anti-violence, anti-drug and purposes, not to exceed \$67,000.00.	nti-Crime Sales Tax Fund I treatment activities and
	<b>Background:</b> The Anti-Crime Sales Tax fund authorizes the County to execute agre service for the purpose of providing substance abuse treatment, prevention, grant mat anti-violence, and anti-drug initiatives in the community.	ements and contracted tch, and other anti-crime,
	This project is a pilot collaboration between the Jackson County Prosecutor's office, Sehavioral Health Program, and Morningstar Development Corporation. The collaborabstance use disorder (SUD) treatment services on an outpatient basis to meet the nestruggling with substance use disorders. Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor's office, Senavioral Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Jackson County Prosecutor Referrals will be forwarded by the Pros	ration will provide
	The Jackson County Prosecutor's Office has over 60 cases for charging that are substacted subsequently, the impact of the arrest on the individual may have subsided and the m substance use disorder diminished. This effort will address these cases in a manner that treatment oriented.	otivation to address the
	Exhibit A indicates the outside agency and funding level. The recommendation is bas submitted application in response to COMBAT's request for application. This funding presented to the Jackson County COMBAT Commission on October 8, 2020, with the funding recommendation in Exhibit A be presented to the Jackson County Legislature.	ng recommendation was

		* \$137,178.00 was trans CARES Act emergency	sferred from the "Undesignate	d Fund Balance" to this funding s	ource to support the
CLEA	RANCE	☐ Tax Clearance Com ☐ Business License V	pleted (Purchasing & Departnerified (Purchasing & Departnerified)	nent) nent) niling Wage (County Auditor's Of	ffice)
COMF	PLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals	生了一直		
ATTA	CHMENTS				
REVIE	EW	Department Director:	Vincent M. Orto	rga	Date: 10/15/2020
		Finance (Budget Approx If applicable	(al):	Pri Mark Lang at 2:40 pm Oat 20, 2020	Date:
		Division Manager:	can Peters Ba	ken	Date: 10/15/2020
256		County Counselor's Offi	ice: Ber - Cu	ins	Date: /22/20
Fiscal	Informatio	n (to be verified by B	udget Office in Finance	Department)	
	This expend	liture was included in the	annual budget.		
	Funds for th	is were encumbered from	the	Fund in	
	is chargeabl	e and there is a cash balar	nbered to the credit of the apprice otherwise unencumbered is to provide for the obligation	ropriation to which the expenditu n the treasury to the credit of the herein authorized.	re fund from which
	Funds suffic	cient for this expenditure	will be/were appropriated by C	Ordinance #	
	Funds suffic	cient for this appropriation	are available from the source	indicated below.	
	Account N	umber:	Account Title:	Amount Not to Exceed:	
	This award funds for sp	is made on a need basis ar ecific purchases will, of n	d does not obligate Jackson C ecessity, be determined as eac	County to pay any specific amoun th using agency places its order.	t. The availability of
				oes not require Finance/Budget a	pproval.

### **Fiscal Note:**

This expenditure was included in the Annual Budget.

	PC#					
Date:	October 20, 2020			RES#	2054	43
Depart	ment / Division	Character	/Description		Not t	o Exceed
800	Anti-Crime Sales Tax Fund					
4404	COMBAT Treatment	56789	Outside Agency Funding		\$	67,000
		_				
					\$	67,000

APPROVED

By Mark Lang at 2:19 pm, Oct 20, 2020

Budget Office

### Exhibit A - Program Budget

### **Swope Health Services**

(October 19, 2020- December 31, 2020)

<b>Budget Categories</b>	COMBAT Program Budget	Other Funding Sources	Source	Total Cost
Personnel – Salaries	\$27,902.00			\$27,902.00
Fringe Benefits (max 10% of salaries)	\$2,790.00			\$2,790.00
Auditing/Accounting Services	\$707.00			\$707.00
Evaluation	\$0.00			\$0.00
Supplies (Office and Urine Analysis Cups)	\$1,480.00			\$1,480.00
Postage				\$0.00
Printing				\$0.00
Meeting Expense	\$4,000.00			\$4,000.00
Mileage (Local Travel)				\$0.00
Training (local)	11			\$0.00
Memberships				\$0.00
Insurance				\$0.00
Case Management Services	\$7,000.00			\$7,000.00
Attorney Services	\$15,000.00			\$15,000.00
Facilities Expense- Morningstar	\$4,000.00			\$4,000.00
Total Direct Costs	\$62,879.00			\$62,879.00
Indirect Administration (max 7% of total)	\$4,121.00			\$4,121.00
TOTAL BUDGET	\$67,000.00			\$67,000.00

Funds may not be used:

<sup>\*</sup>For capital improvements (Article 6, Section 23 of the Mo. Constitution).

<sup>\*</sup>For functions that have traditionally been performed by volunteers.

<sup>\*</sup>For rent, utilities, or equipment.

Ex			

## Exhibit A COMBAT Treatment Funding Recommendations

Vendor#	Agency Name	2019 F	ınding	Amount	Requested	2020	Funding Rec.
rqs66080	Swope Health Services/Morningstar Dev. Corp.	\$	-	\$	67,000.00	\$	67,000.00
	TOTAL	\$	•	\$	67,000.00	\$	67,000.00
				Total R	ecommendation:	\$	67,000.00
				A	vailable Funding:	\$	285,771.84
				Less C	ARES Act Funding	\$	137,178.00
					Balance:	\$	148,593.84

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

A RESOLUTION honoring the life and achievements of Gene Morgan.

RESOLUTION NO. 20544, October 26, 2020

INTRODUCED BY Crystal Williams, Dan Tarwater III, Jalen Anderson, Tony Miller, Scott Burnett, Ronald E. Finley, and Charlie Franklin, County Legislators

WHEREAS, Charles "Gene" Morgan passed away on Friday, October 9, 2020; and,

WHEREAS, Gene was a well-known progressive, tireless volunteer, mentor, and strong voice in Kansas City, having served as a long-time member and parliamentarian of the Jackson County Democratic Committee representing the 4<sup>th</sup> Ward; and,

WHEREAS, Gene was an advocate for drug treatment programs in our community, serving since 2011 on the COMBAT Commission, and serving as Board Chair for the Friends of the Municipal Drug Court, Board Director of the Community Network for Behavioral Healthcare, Board Director of the Missouri Coalition of Community Mental Health Centers, and Board Director of the Missouri Association of Social Welfare, among other community programs; and,

WHEREAS, for many years Gene was President of the Kansas City Community Center (renamed the Heartland Center for Behavioral Change), a non-profit that provides substance abuse treatment to offenders and uninsured Missouri residents; and,

WHEREAS, Gene held a Bachelor of Arts and Sciences from Rockhurst College, a Master of Science in Corrections from the University of Central Missouri, and a Master of Public

Administration from the University of Missouri - Kansas City; and,

WHEREAS, after retiring from KCCC, Gene became an adjunct professor at the Metropolitan Community College, teaching courses in criminal justice; and,

WHEREAS, Gene and his wife, State Representative Judy Morgan, recently celebrated their 50<sup>th</sup> wedding anniversary; and,

WHEREAS, Gene was frequently seen at democratic events, supporting candidates, knocking on doors, and promoting progressive policies with wisdom and good humor; and,

WHEREAS, Gene will be deeply missed by his family and friends who will always remember his kindness, humanity, quiet strength, courage, and belief in the power of rehabilitation, change, and social justice; and,

WHEREAS, Gene is survived by the love of his life Judy, their daughter Courtney Baker and her husband Robert, and their children Alex and Olivia; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby recognizes the life and extraordinary achievements of Gene Morgan and extends its deepest sympathy to his family and friends.

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

APPROVED AS TO FORM:

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20544 of October 26, 2020, was duly passed on \_\_\_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_\_ Nays \_\_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_\_

Mary Jo Spino, Clerk of Legislature

Date