



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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CLERK OF THE COUNTY LEGISLATURE

415 East 12th Street  
Kansas City, MO 64106

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

## June 28, 2024 – July 04, 2024

6-28-2024 Friday

NO MEETINGS –

7-01-2024 Monday

NO BUDGET, DIVERSITY, EQUITY, & INCLUSION,  
HOUSING & HOMELESSNESS, INTER-GOVERNMENTAL  
AFFAIRS, RULES, VETERANS, OR 911 OVERSIGHT  
MEETINGS

10:30 A.M.

Health & Environment Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

The Health & Environment Committee will have a public hearing.

1:45 P.M.

Anti-Crime Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

2:00 P.M.

Land Use Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

2:15 P.M.

Justice and Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

2:30 P.M.

Public Works Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

2:40 P.M. Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

3:00 P.M. **LEGISLATIVE MEETING –**  
**Jackson County Courthouse, 415 East 12<sup>th</sup> Street,**  
**2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area**

7-02-2024 Tuesday NO MEETINGS –

7-03-2024 Wednesday NO MEETINGS –

7-04-2024 Thursday INDEPENDENCE DAY – COUNTY HOLIDAY

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

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

**AN ORDINANCE** submitting to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing Jackson County to impose a countywide capital improvement sales tax of [three-sixteenths] one-eighth of one percent for a period of twenty-five years for the purpose of retaining the Kansas City Chiefs sports team in Jackson County, Missouri.

**ORDINANCE NO. 5860** June 17, 2024

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Kansas City Chiefs Football Club is a County and area-wide asset that has made and will continue to make significant contributions to the economic well-being and quality of life in Jackson County and the Kansas City metropolitan area; and,

WHEREAS, this professional league team has been the County's tenant at Arrowhead Stadium at the Harry S. Truman Sports Complex since the early 1970s; and,

WHEREAS, improvements to and modernization of Arrowhead Stadium is necessary to ensure that the stadium is in nationally competitive physical condition in the marketplace of professional sports, for the foreseeable future; and,

WHEREAS, to achieve a development plan to make the stadium nationally competitive and to guarantee the teams' continued presence in Jackson County, representatives of the team, the Jackson County Sports Complex Authority, and the County have been working diligently to negotiate and develop a plan for improvements and additions to the existing Arrowhead Stadium for the Chiefs, in Jackson County, Missouri; and,

WHEREAS, as an express condition of negotiating possible financial support of the stadium, Jackson County, Missouri, requires and is negotiating (a) a lease and development agreement with the Chiefs which incorporates the terms and conditions under which the Chiefs will develop, renovate, furnish, equip, repair, maintain, operate, and occupy Arrowhead Stadium, and (b) one or more community benefits agreements with the Chiefs set forth the terms and conditions under which the team will financially support and engage in programming designed to create opportunities that will serve and advance the interests and vitality of, among others, the residents, youth, labor, minority and women enterprises, workforce, economies, and communities of Jackson County; and,

WHEREAS, subject to the foregoing express conditions, Jackson County, Missouri, has determined that stadium park improvement funding utilizing a countywide capital improvement sales tax at the rate of [three-sixteenths] one-eighth of one percent [(3/16%)] (1/8%) for a period of twenty-five years from the date first imposed is appropriate and the most effective means of funding the stadium; and,

WHEREAS, the County has determined that, subject to the team agreeing to enter into lease, development, and community benefits agreements, a new countywide capital improvement sales tax to commence upon the expiration or termination of the existing sales tax and to continue for a period of 25 years, for stadium park improvements to retain the Chiefs in the County is in the best interests of the health, welfare and safety of the citizens of Jackson County; now therefore,

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

Section 1. Contingent upon the Chiefs agreeing to enter into a lease agreement, development agreement, and one or more community benefits agreements acceptable to the County, subject to plans of development, improvement of Arrowhead Stadium, and further subject to approval by the voters of the County, the levy of a countywide capital improvement sales tax in the amount of [three-sixteenths (3/16) of one cent (.1875%),] one-eighth (1/8) of one cent (0.125), is hereby authorized for and within Jackson County, Missouri.

Section 2. The current tax levy, as approved by voters on April 4, 2006, will expire on September 30, 2031. Subject to the approval of the voters of the County, the new levy will begin October 1, 2031, and continue for a term of 25 years, the duration of the proposed lease with the Chiefs which governs the Chiefs' long-term use, repair, maintenance, operation, and occupancy of Arrowhead Stadium, in Jackson County.

Section 3. Subject to the foregoing and pursuant to the provisions of Section [644.032] 67.700, RSMo, there is hereby submitted to the qualified voters of Jackson County, Missouri, General Election to be held on November 5, 2024, a question authorizing the imposition of a countywide capital improvement sales tax of [three sixteenth of one percent (3/16%),] one-eighth of one percent (1/8%), for the purpose of providing funding for park improvements consisting of Arrowhead Stadium and its surrounds, in Jackson County.

Section 4. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI  
QUESTION # 1  
GENERAL ELECTION  
NOVEMBER 5, 2024  
OFFICIAL BALLOT**

Shall the County of Jackson impose a new countywide capital improvement sales tax of [three-sixteenths (3/16)] one-eighth (1/8) of one percent, for a period of 25 years from the date first imposed, to provide funding for park improvements, consisting of (1) developing, furnishing, equipping, repairing, maintaining, and operating Arrowhead Stadium and its surrounds, to retain the Kansas City Chiefs Football Club in Jackson County, Missouri?

Section 5. This Ordinance shall be published as required by law.

Section 6. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County Board of Election Commissioners and the Kansas City Board of Election Commissioners of the adoption of this Ordinance no later than August 27, 2024, by 5:00 p.m. and to include in said notification all the terms and provisions required by Section 115.125, RSMo 2016.

Section 7. The County is hereby authorized to be reimbursed its costs incurred in connection with the November 5, 2024, election out of the proceeds of the tax once authorized.

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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)  
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5860 introduced on June 17, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5860.

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the [County Executive] Prosecuting Attorney to execute a Memorandum of Understanding with Carpenters' District Council of Greater St. Louis & Vicinity regarding the terms and conditions of employment of members of its bargaining unit within the Prosecuting Attorney's Office.

**RESOLUTION NO. 21663**, June 24, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney has been negotiating with the St. Louis-Kansas City Carpenters Regional Council (the Union) regarding the employment terms and conditions of members of its bargaining unit within the Prosecuting Attorney's Office; and,

WHEREAS, the Prosecuting Attorney and the Union have concluded their negotiations and recommend approval of the proposed Memorandum of Understanding, a copy of which is attached hereto; and,

WHEREAS, the Union's bargaining unit has ratified the proposed Memorandum of Understanding; and,

WHEREAS, the approval of this Memorandum of Understanding is in the best interest 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 [County Executive and the] Prosecuting Attorney be and hereby are authorized to execute the attached Memorandum of Understanding on behalf of the County.



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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21663 of June 24, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient for expenditures required in 2024 were included in the annual budget. Funds to be expended in future years are subject to annual appropriation.

06/27/2024  
Date

Sylvia Stevenson  
Sylvia Stevenson (Jun 27, 2024 10:49 CDT)  
Chief Administrative Officer

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** submitting to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing Jackson County to impose a countywide capital improvement sales tax of three-eighths of one percent for a period of forty years for the purpose of retaining the Kansas City Chiefs sports team in Jackson County, Missouri.

**ORDINANCE NO. 5861**, July 1, 2024

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Kansas City Chiefs Football Club is a County and area-wide asset that has made and will continue to make significant contributions to the economic well-being and quality of life in Jackson County and the Kansas City metropolitan area; and,

WHEREAS, this professional league team has been the County's tenant at Arrowhead Stadium at the Harry S. Truman Sports Complex since the early 1970s; and,

WHEREAS, improvements to and modernization of Arrowhead Stadium is necessary to ensure that the stadium is in nationally competitive physical condition in the marketplace of professional sports, for the foreseeable future; and,

WHEREAS, to achieve a development plan to make the stadium nationally competitive and to guarantee the teams' continued presence in Jackson County, representatives of the team, the Jackson County Sports Complex Authority, and the County have been working diligently to negotiate and develop a plan for improvements and additions to the existing Arrowhead Stadium for the Chiefs, in Jackson County, Missouri; and,

WHEREAS, as an express condition of negotiating possible financial support of the stadium, Jackson County, Missouri, requires and is negotiating (a) a lease and development agreement with the Chiefs which incorporates the terms and conditions under which the Chiefs will develop, renovate, furnish, equip, repair, maintain, operate, and occupy Arrowhead Stadium, and (b) one or more community benefits agreements with the Chiefs set forth the terms and conditions under which the team will financially support and engage in programming designed to create opportunities that will serve and advance the interests and vitality of, among others, the residents, youth, labor, minority and women enterprises, workforce, economies, and communities of Jackson County; and,

WHEREAS, subject to the foregoing express conditions, Jackson County, Missouri, has determined that stadium park improvement funding utilizing a countywide capital improvement sales tax at the rate three-eighths of one percent ( $3/8\%$ ) for a period of forty years from the date first imposed is appropriate and the most effective means of funding the stadium; and,

WHEREAS, the County has determined that, subject to the team agreeing to enter into lease, development, and community benefits agreements, a new countywide capital improvement sales tax to commence upon the expiration or termination of the existing sales tax and to continue for a period of 40 years, for stadium park improvements to retain the Chiefs in the County is in the best interests of the health, welfare and safety of the citizens of Jackson County; now therefore,

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

Section 1. Contingent upon the Chiefs agreeing to enter into a lease agreement, development agreement, and one or more community benefits agreements acceptable to the County, subject to plans of development, improvement of Arrowhead Stadium, and further subject to approval by the voters of the County, the levy of a countywide capital improvement sales tax in the amount of three-eighths ( $3/8$ ) of one cent (0.38%), is hereby authorized for and within Jackson County, Missouri.

Section 2. The current tax levy, as approved by voters on April 4, 2006, will expire on September 30, 2031. Subject to the approval of the voters of the County, the new levy will begin October 1, 2031, and continue for a term of 40 years, the duration of the proposed lease with the Chiefs which governs the Chiefs' long-term use, repair, maintenance, operation, and occupancy of Arrowhead Stadium, in Jackson County.

Section 3. Subject to the foregoing and pursuant to the provisions of Section 67.700, RSMo, there is hereby submitted to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing the imposition of a countywide capital improvement sales tax of three-eighth of one percent (.38%), for the purpose of providing funding for improvements consisting of Arrowhead Stadium and its surrounds, in Jackson County.

Section 4. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI  
QUESTION # 1  
GENERAL ELECTION  
NOVEMBER 5, 2024  
OFFICIAL BALLOT**

Shall the County of Jackson impose a new countywide capital improvement sales tax of three-eighths (3/8) of one percent, for a period of 40 years from the date first imposed, to provide funding for improvements, consisting of (1) developing, furnishing, equipping, repairing, maintaining, and operating Arrowhead Stadium and its surrounds, to retain the Kansas City Chiefs Football Club in Jackson County, Missouri?

Section 5. This Ordinance shall be published as required by law.

Section 6. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County Board of Election Commissioners and the Kansas City Board of Election Commissioners of the adoption of this Ordinance no later than August 27, 2024, by 5:00 p.m. and to include in said notification all the terms and provisions required by Section 115.125, RSMo 2016.

Section 7. The County is hereby authorized to be reimbursed its costs incurred in connection with the November 5, 2024, election out of the proceeds of the tax once authorized.

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

APPROVED AS TO FORM:

*Bryan Covinsky*

Bryan Covinsky (Jun 27, 2024 11:15 CDT)

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

I hereby certify that the attached Ordinance, Ordinance No. 5861 introduced on July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5861.

\_\_\_\_\_  
Date

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Manuel Abarca IV

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

**NUMBER:** 5861 **ASSIGNED MEETING DATE:** 07/01/2024

**STAFF CONTACT:** Sophia Herrera **PHONE:** 816-881-3466

**EMAIL:** SHerrera-intern@jacksongov.org

**DEPARTMENT:** First District

**TITLE:** AN ORDINANCE submitting to the qualified voters of Jackson County, Missouri, at a General Election to be held on November 5, 2024, a question authorizing Jackson County to impose a countywide capital improvement sales tax of three -eighth of one percent for a period of forty years for the purpose of retaining the Kansas City Chiefs sports team in Jackson County, Missouri.

**SUMMARY:**

WHEREAS, the Kansas City Chiefs Football Club is a County and area-wide asset that has made and will continue to make significant contributions to the economic well-being and quality of life in Jackson County and the Kansas City metropolitan area; and,

WHEREAS, this professional league team has been the County's tenant at Arrowhead Stadium at the Harry S. Truman Sports Complex since the early 1970s; and,

WHEREAS, improvements to and modernization of Arrowhead Stadium is necessary to ensure that the stadium is in nationally competitive physical condition in the marketplace of professional sports, for the foreseeable future; and,

WHEREAS, to achieve a development plan to make the stadium nationally competitive and to guarantee the teams' continued presence in Jackson County, representatives of the team, the Jackson County Sports Complex Authority, and the County have been working diligently to negotiate and develop a plan for improvements and additions to the existing Arrowhead Stadium for the Chiefs, in Jackson County, Missouri; and,

WHEREAS, as an express condition of negotiating possible financial support of the stadium, Jackson County, Missouri, requires and is negotiating (a) a lease and development agreement with the Chiefs which incorporates the terms and conditions under which the Chiefs will develop, renovate, furnish, equip, repair, maintain, operate, and occupy Arrowhead Stadium, and (b) one or more community benefits agreements with the Chiefs set forth the terms and conditions under which the team will financially support and engage in programming designed to create opportunities that will serve and advance the interests and vitality of, among others, the residents, youth, labor, minority and women enterprises, workforce, economies, and communities of Jackson County; and,

WHEREAS, subject to the foregoing express conditions, Jackson County, Missouri, has determined that stadium park improvement funding utilizing a countywide capital improvement sales tax at the rate three-eighths of one percent (3/8%) for a period of forty years from the date first imposed is appropriate and the most effective means of funding the stadium; and,

WHEREAS, the County has determined that, subject to the team agreeing to enter into lease, development, and community benefits agreements, a new countywide capital improvement sales tax to commence upon the expiration or termination of the existing sales tax and to continue for a period of 40 years, for stadium park improvements to retain the Chiefs in the County is in the best interests of the health, welfare and safety of the citizens of Jackson County; now therefore,

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

**FINANCIAL IMPACT:** NO  YES

Amount	Fund	Department	Line-Item Detail
_____	_____	_____	_____

**ACTION NEEDED:**

**ATTACHMENT(S):**

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

**AN ORDINANCE** appropriating \$89,990.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the Violence Against Women Act Grant awarded by the Missouri Department of Public Safety to the Prosecuting Attorney's Office for a program focused on prevention and prosecution of sexual assaults.

**ORDINANCE NO. 5862**, July 1, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a Violence Against Women Act (VAWA) grant in the amount of \$89,990.00 by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assaults in the County; and,

WHEREAS, this grant partially funds the salaries of three full-time assistant prosecutors for this program; and,

WHEREAS, the Prosecuting Attorney's Office is proposing to utilize \$224,136.00 from within its currently allocated salary funds to complete funding for the project; and,

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

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



<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
010-9999	32810- Undesignated Fund Balance	\$89,990	
010-4101	55010- Regular Salaries		\$44,330
010-4101	55010- Regular Salaries		\$39,265
010-4101	55040- FICA Taxes		\$6,395

and,

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

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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)

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

I hereby certify that the attached Ordinance, Ordinance No. 5862 introduced on July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No.5862.

\_\_\_\_\_  
Date


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

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

ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$89,990.00

06/27/2024

Date

  
Sylvya Stevenson (Jun 27, 2024 10:49 CDT)

Chief Administrative Officer



# Jackson County, Missouri

## Request for Legislative Action

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

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

**NUMBER:** 5862 **ASSIGNED MEETING DATE:** 07/01/2024

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

**EMAIL:** grobinson@jacksongov.org

**DEPARTMENT:** Prosecuting Attorney

**TITLE:** Ordinance appropriating funds for the acceptance of the VAWA Grant awarded to the Jackson County Prosecutor's Office by the Missouri Department of Public Safety.

**SUMMARY:**

Ordinance accepting the VAWA Grant awarded to Jackson County by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assault in Jackson County. The grant partially funds the salaries of three full-time assistant prosecutors for the program. The total award amount is \$89,990. To complete the project, the Prosecutor's Office will provide an additional \$224,136 for the unfunded portions of the encumbants. Term of the grant is 1/1/24 - 12/31/25.

Please appropriate \$89,990 into:

55010 Regular Salaries	\$83,595
55040 FICA Taxes	\$6,395

**FINANCIAL IMPACT:** NO

See VAWA-eRLA#1 YES

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

**ATTACHMENT(S):** Award, Budget, Prior Ord 5689 (10/20/22)

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: June 25, 2024

Ord # 5862  
eRLA ID #: \_\_\_\_\_

**010 Grant Fund**

Cost Center	Spend Category	Program/Grant/Project	From	To
9999 -	32810 Undesignated Fund Balance		\$ 89,990	\$ -
4101 Prosecuting Attorney	55010 Regular Salaries	GR100163		44,330
4101 Prosecuting Attorney	55010 Regular Salaries	GR100164		39,265
4101 Prosecuting Attorney	55040 FICA Taxes	GR100164		6,395
			<u>\$ 89,990</u>	<u>\$ 89,990</u>

**APPROVED**  
By Sarah Matthes at 8:47 am, Jun 25, 2024

Budget Office



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
**SUBAWARD**

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

<b>Subrecipient Name:</b>		<b>Subrecipient UEI Number:</b>	
Jackson County PA		FFLFQA71R3K9	
<b>DPS Funding Opportunity Title:</b>	<b>Project Period Start Date:</b>	<b>Project Period End Date:</b>	
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2024	
<b>Project Title:</b>		<b>Subaward Number:</b>	
VAWA-Prosecution of Sexual Assault- 2024		2024-VAWA-043	
<b>Project Description:</b>			
Three assistant Jackson County Prosecutors are assigned to prosecute cases involving violence against women, as well as those cases where the inferred intent of the suspect was violence against a woman. Their primary focus will be the reviewing, filing and prosecuting of cases involving sexual assaults or interpersonal relationship violence where the victim is an adult or teenage woman. In addition, they cooperate with and provide assistance to our partner agencies in the fight against violence to women. Those agencies include law enforcement, area hospitals, the Kansas City Police Crime Lab, local domestic violence shelters, and the Metropolitan Organization to Counter Sexual Assault (MOCSA).			
<b>Subaward Total:</b>		<b>CFDA Number</b>	
\$44330.02		16.588	
<b>Research and Development Project:</b>		<b>Indirect Cost Rate for Federal Award:</b>	
No		N/A	
<b>Name of Federal Awarding Agency:</b>			
Department of Justice Office on Violence Against Women			
<b>Name of State Administering Agency (SAA):</b>		<b>SAA Federal Award Number and Award Date:</b>	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		2020-WF-AX-0023, 09/17/2020 15JOVW-21-GG-00529-STOP, 09/13/2021	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
<b>Subrecipient Authorized Official (AO) Name:</b>		<b>Subrecipient Project Director (PD) Name:</b>	
Jean Peters Baker Prosecutor		Nichole Erickson Assistant Prosecuting Attorney	
<b>Subrecipient AO Signature:</b>	<b>Date:</b>	<b>Subrecipient PD Signature:</b>	<b>Date:</b>
<i>Jean Peters Baker</i>	5/13/24	<i>Nichole Erickson</i>	5/14/24
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
<b>Authorized Official, Missouri Department of Public Safety</b>			<b>Subaward Date</b>
			01/01/2024



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
**SUBAWARD**

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

<b>Subrecipient Name:</b>		<b>Subrecipient UEI Number:</b>	
Jackson County PA		FFLFQA71R3K9	
<b>DPS Funding Opportunity Title:</b>	<b>Project Period Start Date:</b>	<b>Project Period End Date:</b>	
2024-2025 STOP Violence Against Women (VAWA)	January 1, 2024	December 31, 2025	
<b>Project Title:</b>		<b>Subaward Number:</b>	
VAWA-Prosecution of Sexual Assault- 2024		2024-VAWA-044	
<b>Project Description:</b>			
Three assistant Jackson County Prosecutors are assigned to prosecute cases involving violence against women, as well as those cases where the inferred intent of the suspect was violence against a woman. Their primary focus will be the reviewing, filing and prosecuting of cases involving sexual assaults or interpersonal relationship violence where the victim is an adult or teenage woman. In addition, they cooperate with and provide assistance to our partner agencies in the fight against violence to women. Those agencies include law enforcement, area hospitals, the Kansas City Police Crime Lab, local domestic violence shelters, and the Metropolitan Organization to Counter Sexual Assault (MOCSA).			
<b>Subaward Total:</b>		<b>CFDA Number</b>	
\$45660.24		16.588	
<b>Research and Development Project:</b>		<b>Indirect Cost Rate for Federal Award:</b>	
No		N/A	
<b>Name of Federal Awarding Agency:</b>			
Department of Justice Office on Violence Against Women			
<b>Name of State Administering Agency (SAA):</b>		<b>SAA Federal Award Number and Award Date:</b>	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		15JOVW-21-GG-00529-STOP, 09/13/2021 15JOVW-22-GG-00432-STOP, 09/13/2022	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
<b>Subrecipient Authorized Official (AO) Name:</b>		<b>Subrecipient Project Director (PD) Name:</b>	
Jean Peters Baker Prosecutor		Nichole Erickson Assistant Prosecuting Attorney	
<b>Subrecipient AO Signature:</b>	<b>Date:</b>	<b>Subrecipient PD Signature:</b>	<b>Date:</b>
<i>Jean Peters Baker</i>	5/13/24	<i>Nichole Erickson</i>	5/14/24
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
<b>Authorized Official, Missouri Department of Public Safety</b>			<b>Subaward Date</b>
			01/01/2024



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)  
2024-2025 CERTIFIED ASSURANCES

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

**General:**

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable, shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the [DPS Financial and Administrative Guide](#), the [DPS Subrecipient Travel Guidelines](#), any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.
- Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.



6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
8. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
9. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
  - a. Submitted a claim that violates the False Claims Act; or
  - b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General  
 U.S. Department of Justice, Investigations Division  
 1425 New York Avenue, N.W., Suite 7100  
 Washington, D.C. 20530

DOJ OIG Hotline: (800) 869-4499 or Fax: (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety  
 Office of the Director  
 Attn: Crime Victim Services Unit  
 P.O. Box 749  
 1101 Riverside Drive  
 Jefferson City, MO 65102-0749

Email: [cvsu@dps.mo.gov](mailto:cvsu@dps.mo.gov)  
 Phone: (573) 526-1464 or Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

10. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

11. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

12. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- a. No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b. If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).
14. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

15. **Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
16. **Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.
17. **Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1202141/download>
18. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
19. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
20. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The Subrecipient's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety  
 Office of the Director  
 Attn: Crime Victim Services Unit  
 P.O. Box 749  
 1101 Riverside Drive  
 Jefferson City, MO 65102-0749

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
  3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

**Civil Rights:**

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color,

national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to 34 U.S.C. § 12291(b)(13), the Subrecipient acknowledges that recipients of OVW awards are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEO obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact

based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit [https://ojp.gov/about/ocr/equal\\_fbo.htm](https://ojp.gov/about/ocr/equal_fbo.htm).

### **Financial:**

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **DOJ Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (DOJ) Financial Guide.

5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the STOP VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the STOP VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
  - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
  - c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
  - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
  - e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds



awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

**Programmatic:**

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of Activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "STOP VAWA Notice of Funding Opportunity". This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice, Office of Justice Programs or Office of Violence Against Women. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
5. **Publications:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "*This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP VAWA Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.*"
6. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
7. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
8. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance)
9. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

10. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.
11. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
12. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
13. **Breach of Personally Identifiable Information:** The subrecipient assures it has written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Department of Public Safety no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
15. **Workplace-Related Sexual misconduct, Domestic Violence, and Dating Violence:** Subrecipient must create a policy to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/page/file/1295756/download>
16. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Time Records Requirement:** The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.
18. **Claims Schedule:** The Subrecipient assures that Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day

requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.
21. **Match:** State and local units of government are required to provide matching funds at a minimum of 25% of the total project cost or the amount of matching funds approved in the project budget, whichever is higher. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the Subaward performance period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider; however, victim service providers may voluntarily provide match. Subrecipients are required to maintain a record of accounting of any match funds related to project and make such record available to the Missouri Department of Public Safety upon request.
22. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

<b>The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.</b>			
<b>Agency Name:</b>		<b>Contract Numbers:</b>	
Jackson County PA		2024-VAWA-043 and 2024-VAWA-044	
<b>Applicant Authorized Official (AO):</b>	<b>Date:</b>	<b>Applicant Project Director (PD):</b>	<b>Date:</b>
Jean Peters Baker Prosecutor	5/13/24	Nichole Erickson Assistant Prosecuting Attorney	5/14/24
<b>Applicant Authorized Signature</b>		<b>Applicant Project Director Signature</b>	
<i>Jean Peters Baker</i>		<i>Nichole Erickson</i>	

## **SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:**

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Polygraph/Voice Stress Analysis:** The subrecipient assures that no law enforcement officer, prosecuting or circuit attorney, or other governmental official, shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Chapter 566 RSMo to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.

**VAWA Grant**

1/24 - 12/24

2080 hours

	<u>HR</u>	<u>Salary</u>	<u>7.65% FICA</u>	<u>13.69% Pension</u>	<u>Insurance</u>	<u>Total</u>
Foley	36.00	74,880.00	5,728.32	10,251.07	17,909.28	108,768.67
Herron	37.44	77,875.20	5,957.45	10,661.11	9,298.56	103,792.32
Scott	36.72	<u>76,377.60</u>	<u>5,842.89</u>	<u>10,456.09</u>	<u>8,888.16</u>	<u>101,564.74</u>
		229,132.80	17,528.66	31,368.27	36,096.00	314,125.73
						<u>-89,990.26</u>
						224,135.47

**Funding Source**

**Grant Award**  
**2024 Matching Funds**

# Budget

## Personnel

Name	Title	Employment Position Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Andrea Herron - 2024	Assistant Prosecuting Attorney	Retained FT	\$2,966.40	26.00	31.26	\$24,109.71	40.00	\$9,643.89	\$14,465.83
Andrea Herron - 2025	Assistant Prosecuting Attorney	Retained FT	\$3,055.20	26.00	31.26	\$24,831.44	40.00	\$9,932.58	\$14,898.87
Kendall Foley - 2024	Assistant Prosecuting Attorney	Retained FT	\$2,852.80	26.00	29.77	\$22,081.24	40.00	\$8,832.50	\$13,248.75
Kendall Foley - 2025	Assistant Prosecuting Attorney	Retained FT	\$2,938.40	26.00	29.77	\$22,743.80	40.00	\$9,097.52	\$13,646.28
TBD - 2024 (formerly filled by Kent Stejskal)	Assistant Prosecuting Attorney	Retained FT	\$3,137.60	26.00	27.51	\$22,442.00	40.00	\$8,976.80	\$13,465.20
TBD - 2025 (formerly filled by Kent Stejskal)	Assistant Prosecuting Attorney	Retained FT	\$3,232.00	26.00	27.51	\$23,117.20	40.00	\$9,246.88	\$13,870.32
						<b>\$139,325.39</b>		<b>\$55,730.17</b>	<b>\$83,595.25</b>

## Personnel Justification

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

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

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

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

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

### Personnel Justification

Grant awards currently fund three retained positions. These are positions which have been funded by the grant since 2004. These attorneys will continue to be responsible for prosecuting cases of violent crimes against women, with a primary focus on sexual violence. Their job duties were set out in detail in the Methodology/Type of Program section.

Each of the three positions are filled with experienced attorneys.

Andrea Herron - Prior to joining the Jackson County Prosecutor's Office, Ms. Herron served as judicial law clerk to the Honorable Adam Caine for the 16th Circuit Court of Jackson County. She joined the Jackson County Prosecutor's Office in January 2022 in the General Crimes Unit. There she handled a probation docket and the drug docket, as well as a trial case load involving general crimes. In May 2023, she joined the Special Victim's Unit. Her case load includes domestic violence, child abuse, and sexual abuse/assault and cases involving sex crimes with victims ages 14 and over.

The request for funding for Ms. Herron is calculated as follows:

Andrea Herron - 2024: Budget line reflects anticipated 3% cost of living raise effective 1/1/24- \$2,966.40 salary x 26 pay periods x 31.26% grant funded time = \$24,109.71. We are requesting \$14,465.83 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

Andrea Herron- 2025: Budget line reflects anticipated 3% cost of living raise effective 1/1/25 -\$3,055.20 salary x 26 pay periods x 31.26% grant funded time = \$24,831.44. We are requesting \$14,898.87 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

Kendall Foley - Joined the Jackson County Prosecutor's Office in August 2022 in the General Crimes Unit. There she handled a probation docket as well as a trial case load involving general crimes. In May 2023, Kendall joined the Special Victim's Unit. Kendall handles a trial caseload of domestic abuse, child physical and sexual abuse, and adult sexual abuse cases, as well as a special actions docket.

The request for funding for Ms. Foley is calculated as follows:

Kendall Foley - 2024: Budget line reflects anticipated 3% cost of living raise effective 1/1/24 \$2,852.80 salary x 26 pay periods x 29.77% grant funded time = \$22,081.24. We are requesting \$13,248.75 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

Kendall Foley - 2025: Budget line reflects anticipated 3% cost of living raise effective 1/1/25 - \$2,938.40 salary x 26 pay periods x 29.77% grant funded time = \$22,743.80. We are requesting \$13,646.28 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

TBD - The attorney assigned to this position will be required to handle a trial caseload of domestic abuse, child physical and sexual abuse, and adult sexual abuse cases. This position was previously filled by Kent Stejskal.

The request for funding for this position is calculated as follows:

TBD - 2024: Budget line reflects anticipated 3% cost of living raise effective 1/1/24 - \$3,137.60 salary x 26 pay periods x 27.51% grant funded time = 22,442.00. We are requesting \$13,465.20 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

TBD - 2025: Budget line reflects anticipated 3% cost of living raise effective 1/1/25 - \$3,232.00 salary x 26 pay periods x 27.51% grant funded time = \$23,117.200. We are requesting \$13,870.32 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

*Supplanting:* Funds awarded by the State to this program will not be used to supplant local monies. Funding for the positions requested in this grant proposal has never been available locally. As a result, no additional funds are available to support the VAWA Program if VAWA funding is eliminated.

*Personnel Benefits*

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
FICA/Medicare	FICA/Medicare	\$139,324.90	0.0765	100.00	\$10,658.35	40.00	\$4,263.34	\$6,395.01
					<b>\$10,658.35</b>		<b>\$4,263.34</b>	<b>\$6,395.01</b>

**Personnel Benefits Justification**

If personnel benefits are included in the budget, provide justification for each fringe benefit.

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

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

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

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

**Benefits Justification**

FICA/Medicare is contributed by the employer to the IRS at a rate of 7.65% as set by the federal government for contributions for Social Security and Medicare.

It is calculated as follows:  $\$165,459.84 \times .0765 = \$12,657.68$ . We are requesting \$7,594.61 in federal/state funds. Jackson County will provide local/cash match funds. The local/cash match will come from the Prosecuting Attorney's General Operating Budget that has been approved by the Jackson County Legislature.

**Supplanting:** Funds awarded by the State to this program will not be used to supplant local monies. Funding for the positions requested in this grant proposal has never been available locally. As a result, no additional funds are available to support the VAWA Program if VAWA funding is eliminated.



**Total Budget**

<b>Total Federal/State Share</b>	<b>\$89,990.26</b>	<b>60.00%</b>
<b>Total Local Match Share</b>	<b>\$59,993.51</b>	<b>40.00%</b>
<b>Total Project Cost</b>	<b>\$149,983.77</b>	

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

**AN ORDINANCE** appropriating \$3,532.00 from the undesignated fund balance of the 2024 General Fund in acceptance of the Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract for the acceptance and expenditure of grant funds.

**ORDINANCE NO. 5863**, July 1, 2024

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, by Ordinance 5799 dated October 23, 2023, the Sheriff's Office was awarded a grant in the amount of \$302,374.00 by the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of funding a six-person DWI/Traffic Safety Unit and the cost of one new vehicle with equipment for its use; and,

WHEREAS, the Sheriff Office has been awarded additional funds by the Missouri Department of Transportation, Highway Safety and Traffic Division for vehicle equipment and automobiles in the amount of \$3,532.00; and,

WHEREAS, the Sheriff's Office recommends the acceptance of this award and the execution of a revised contract with the Missouri Department of Transportation, Highway Safety and Traffic Division; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund- Grants 001G-9999	32810- Undesignated Fund Balance	\$3,532	
Sheriff's Traffic Unit 001G-4202	58115- Sheriff Vehicle Equipment		\$1,400
001G-4202	58120- Automobiles		\$2,132

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 Highway Safety and Traffic Division.

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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5863 introduced on July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No. 5863.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001G 9999 32810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$3,532.00


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: 001G 4202 58115  
ACCOUNT TITLE: General Fund- Grants  
Sheriff's Traffic Unit  
Sheriff Vehicle Equipment  
NOT TO EXCEED: \$1,400.00

ACCOUNT NUMBER: 001G 4202 58120  
ACCOUNT TITLE: General Fund- Grants  
Sheriff's Traffic Unit  
Automobiles  
NOT TO EXCEED: \$2,132.00

06/27/2024

\_\_\_\_\_  
Date

  
Sylvya Stevenson (Jun 27, 2024 10:49 CDT)

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

# CONTRACT

Form HS-1

Revision Reason: Other

Version: 4

04/11/2024

**Missouri Department of Transportation  
Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** Dedicated Impaired Driving Enforcement  
**Project Number:** 24-154-AL-082  
**Project Category:** Transfer  
**Program Area:** 154/164 Alcohol  
**Funding Source:** 154 AL / 20.607

**Name of Grantee**  
Jackson County Sheriff's Office

**Type of Project:** Initial  
**Started:** 10/01/2023

**Grantee County**  
Jackson

**Federal Funds Benefiting**

<b>State:</b>	
<b>Local:</b>	\$305,904.94
<b>Total:</b>	\$305,904.94

**Grantee Address**  
4001 NE Lakewood Court  
  
Lee's Summit, MO 64064-1703

**Source of Funds**

<b>Federal:</b>	\$305,904.94
<b>State:</b>	
<b>Local:</b>	\$242,373.84
<b>Total:</b>	\$548,278.78

**Telephone**  
816-541-8017

**Fax**  
816-795-1969

**Contract Period**

**Effective:** 10/01/2023  
**Through:** 09/30/2024

**Prepared By**  
Wilson, Scott

<b>Subrecipient Authorizing Official</b>	<b>Date</b>
<b>Subrecipient Project Director</b>	<b>Date</b>
<b>MHTC Authorizing Official</b>	<b>Date</b>

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$305,904.94**; 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 and each subrecipient 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. 25024, Pub. L. 117-58
- 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 AND SOFTWARE**

**A. PROCUREMENT:** Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
  1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
  2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
  3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

**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. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. 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 should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. 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\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.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. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
  - A. 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
  - B. 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, if an award no longer effectuates the program goals or MHTC priorities. 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, and in the case of partial termination the portion of the award to be terminated.

**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);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **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);

CONTRACT CONDITIONS - PAGE 5

- **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);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

**CONTRACT CONDITIONS - PAGE 6**

- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

**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
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

**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. INDEMNIFICATION** 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 or email 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. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- 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. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** 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. **SECTION HEADINGS** 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 ORIENTATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
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
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

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

**(Applies to subrecipients as well as States)**

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.
  - 2. 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.
  - 5. 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.
  - b. 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.
  - b. 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 Tier Participant 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 1200.
- 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.

**CONTRACT CONDITIONS - PAGE 10**

- D. The prospective primary tier 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 and 1200. 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 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.
- G. The prospective primary 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," 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 1200.
- 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 System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. 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, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. 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;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (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.
- 2. 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 Participant 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 1200.

- 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to 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 the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- 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, 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 or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

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

**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:

1. 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, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

**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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**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.

**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.

**XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE**

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST  
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers , employees, or agents.
  - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

## 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. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the 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.
- 4. 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, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejts.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. 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 annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

**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.

**G. PURSUIT POLICIES**

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 22.0 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 81.7 percent of substance-impaired driving fatalities. Ten 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):

2016 - 816  
2017 - 859  
2018 - 814  
2019 - 894  
2020 - 986  
2021 - 1,048  
2022 - 862

Jackson County impaired driving fatal crashes (as reported by MSHP crash data):

2016 - 16  
2017 - 16  
2018 - 8  
2019 - 8  
2020 - 20  
2021 - 17  
2022 - 16

Viewing the last seven (7) years of data for Jackson County, 2020 and 2021 produced the highest number of impaired driver crashes, as well as impaired driver fatalities. This is almost certainly a direct reflection of the declined enforcement by police due to the COVID-19 pandemic. As traffic enforcement resurged following the pandemic, the number of impaired driving crashes dropped by nearly 18% in 2022.

As long as the number of impaired driver crashes is higher than zero, there will always be a need for dedicated impaired driving enforcement. When considering the efficiency of DWI enforcement conducted by patrol deputies versus full-time DWI enforcement deputies, keep the following in mind:

A patrol deputy receives initial DWI investigation training at the academy, and possibly refreshers once or twice in his or her career. That deputy performs SFST (Standardized Field Sobriety Testing) only a few times a year, or not at all, and is thus not comfortable with them. A Patrol Deputy is subject to the pressures of call volume and other serious crimes, and may not invest the time in DWI investigations. They are typically viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders. Additionally, the patrol deputy may not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

A dedicated DWI enforcement deputy receives regular continuing education in DWI enforcement, including legal updates and training. A dedicated DWI enforcement deputy conducts SFSTs on a regular basis, and is very proficient in his or her impaired driving investigation, as well as testifying in court. A dedicated DWI deputy is not subject to call volume, and can therefore be proactive in identifying impaired drivers, and making the arrest, rather than simply responding to a crash caused by an impaired driver, when property damage, injury, or a fatality may have already occurred.

The Highway Safety & Traffic Division, in the Problem Identification section of all DWI enforcement grant applications for fiscal year 2022, identified the problem of drugged drivers accounting for a significantly higher amount of impaired driving traffic crashes. Lack of training, know how, or desire of a large amount of the law enforcement community has led to drugged drivers not being properly identified when contacted and removed from the roadways. Failure to recognize this impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the contact are believed to contribute to the increase in drugged driving crashes.

When agencies such as the Sheriff's Office have dedicated DWI enforcement units working, the units frequently respond to calls

from patrol regarding drugged drivers, as the average patrol deputy doesn't feel comfortable investigating these situations. In incidences when the TSU was contacted to handle these types of contacts, even by outside agencies, many drugged driving investigations have resulted in arrests that otherwise would not have been made. During fiscal year 2022, the Traffic Safety Unit arrested 555 subjects for driving while intoxicated. During that same period, deputies assigned to patrol, and other divisions of the Sheriff's Office arrested 20.

When viewing strictly drug impaired crashes during the past seven (7) years, Jackson County ( as reported by MSHP crash data):

2016 - 163  
2017 - 102  
2018 - 160  
2019 - 173  
2020 - 230  
2021 - 222  
2022 - 136

Due to the recent legalization of recreational marijuana use in the state of Missouri, it is anticipated that drug impaired crashes will increase as a result. A study published in the Journal of Studies on Alcohol and Drugs, states that legalized recreational marijuana had an increase in traffic crashes and deaths. According to Charles M. Farmer, Ph.D., of the Insurance Institute for Highway Safety in Ruckersville, VA., after legalization and the launch of retail sales, there was a 5.8% rise in the incidence of traffic collision injuries and a 4.1% increase in the rate of fatal crashes in five states that permit people age 21 and older to consume marijuana recreationally. In a comparative group of states without marijuana legalization, the researchers did not see any rise during the same period.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 276.8 alcohol-impaired driving involved fatalities by December 31, 2023.

Illustrated by the data in the Problem Identification section, Jackson County impaired driving traffic crashes increased dramatically in the calendar year 2020 & 2021. This was a failure in the goals set for the TSU, however this failure was mitigated by the change of personnel, and COVID-19 restrictions which were placed upon the agency preventing proactive enforcement during a large portion of those years.

If the imperial data from calendar year 2020 and 2021 was discarded, it would show that the focused enforcement by the TSU has brought about significant decreases in previous years. The relationship between the sharp decline and the number of DWI related arrests are intrinsically linked. The Traffic Safety Unit proposes the following goals, to be pursued by TSU and our partners going forward in 2024:

- 8 or fewer impaired driving fatalities 2024
- 6 or fewer impaired driving fatalities 2025
- 5 or fewer impaired driving fatalities 2026

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 in Jackson County in 2018 & 2019 over the previous 2 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 dedicated DWI Enforcement Unit, the Traffic Safety Unit, of five deputies and one sergeant.
2. Perform as a full-time saturation patrol. The NHTSA publication "Countermeasures that Work," 9th Edition (2017), identified Saturation Patrols as the second most effective enforcement method that can be used to address impaired driving. The 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.
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 past fiscal years, 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 & Traffic 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 to educate the newer members of the Sheriff 's Office, and any outside agencies on basic identification and interdiction of impaired drivers. This training will be 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 on Jackson County roadways.
6. Identify, interdict, and apprehend 500 or more impaired drivers and forward all cases to successful prosecution.

## PROJECT DESCRIPTION

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The JCSO Traffic Safety Unit functions like an organized saturation patrol on all deployment periods and is currently staffed with 1 sergeant and 5 deputies. The amount of arrests made for impaired drivers by the unit has continued to increase since 2014, with the following number of impaired driving arrests for the last three calendar years:

2020 - 293

2021 - 439

2022 - 539

The DWI arrests made over the last 3 years was accomplished without the assistance of sobriety checkpoints, but rather targeted enforcement. The TSU saturates areas which historically have the highest percentage of alcohol related traffic crashes which coincide with larger associated entertainment districts.



## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 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 MIBRS 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.	
<p style="padding-left: 40px;">The JCSO has struggled the last three years in spending all provided funding for HMV enforcement. 2020 and 2021 can be attributed to the COVID-19 pandemic, however 2022's funding seems to be limited interest in enforcement outside most Deputy's primary job description. Part of this can be attributed to the limited radar/lidar availability. It should be noted, the Sheriff's Office has recently requested, and been approved county funds to purchase ten vehicle mounted radar units for 2023, and another 10 will be requested for 2024. This will likely encourage deputies to actively work HMV enforcement.</p>	
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 UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	567
19 Total number of speeding citations written by your agency.	784
20 Total number of HMV citations written by your agency.	1272
21 Total number of child safety/booster seat citations written by your agency.	8
22 Total number of safety belt citations written by your agency.	10
23 Total number of warnings issued.	2025

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	65650
25 Total number of traffic crashes resulting in a fatality.	327
26 Total number of traffic crashes resulting in a serious injury.	17863
27 Total number of speed-related traffic crashes.	6701
28 Total number of speed-related traffic crashes resulting in a fatality.	154
29 Total number of speed-related traffic crashes resulting in a serious injury.	2523
30 Total number of alcohol-related traffic crashes.	2354
31 Total number of alcohol-related traffic crashes resulting in a fatality.	52
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	956
33 Total number of unbuckled fatalities.	143
34 Total number of unbuckled serious injuries.	350

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	91
36 Total number of commissioned patrol and traffic officers.	33
37 Total number of commissioned law enforcement officers available for overtime enforcement.	83

38	Total number of vehicles available for enforcement.	91
39	Total number of radars/lasers.	7
40	Total number of in-car video cameras.	59
41	Total number of PBTs.	8
42	Total number of Breath Instruments.	8

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 Highway.  
 US 71 Highway  
 US 350 Highway  
 US 40 Highway

Within the city limits of Kansas City:

Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue J.C. Nichols Park way, and Penn way Park way, and 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 up to date crash data.

44 Enter the number of enforcement periods your agency will conduct each month. 16

45 Enter the months in which enforcement will be conducted.

October through September, all months.

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

Tuesday: Eastern Jackson County from the eastern-most county line to I435 to the west, with primary focus on I70, I435, US 24 Highway, US 40 Highway, MO 291, and I470.

Wednesday: Eastern Jackson County from the eastern-most county line to I435 to the west, with primary focus on I70, I435, US 24 Highway, US 40 Highway, MO 291, and I470.

Thursday: Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue J.C. Nichols Parkway, and Pennway Parkway, in the Mid-town Kansas City area.

Friday: Main street, Broadway Boulevard, I-35 and I-670/I-70, Southwest Boulevard, Southwest Traffic way, West 39th St., Pennsylvania Avenue J.C. Nichols Parkway, and Pennway Parkway, in the Mid-town Kansas City area.

These locations are primary locations only, and chosen based on the most up to date crash data. Enforcement locations may change at times due to special circumstances such as entertainment events, concerts, sporting events, etc.

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

Tuesday through Friday 6:00pm to 4:00am is the primary schedule for the TSU, with Saturdays being reserved for special enforcement/saturation patrols.

It must be clarified that from time to time, adjustments to schedules and assignment must be made when staffing is low, however such adjustments will only be made when they are necessary and unavoidable. This would include times when a patrol squad has experienced a critical staffing shortage, or during special assignments involving traffic control.

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 2023 Dodge Durango patrol vehicles, with all associated emergency equipment. The vehicles will be specifically and primarily utilized for DWI enforcement and assigned exclusively to the members of the Traffic Safety Unit.

These vehicles will replace the currently utilized 2019 Dodge Durango (Purchased by HSD) and 2020 Dodge Durango. (Purchased by HSD) The mileage for both vehicles is 55,048 and 54,198 respectively.

## PROJECT EVALUATION

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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.

It is very difficult to evaluate what may have been prevented as a result of an impaired driver arrest , as well as knowing exactly how many impaired drivers are on the roadways at any given time. It is believed a comparison of the number of arrests made during the same date/time and/or location from previous years, in addition to utilizing the MSHP's crash mapping tool to track drug/alcohol related crashes will measure the success of this project.

**ADDITIONAL FUNDING SOURCES**

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**BUDGET**

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
<b>Equipment</b>							
	Vehicle	Dodge Durango (current year)	1.00	\$44,132.00	\$44,132.00	\$0.00	\$44,132.00
	Other	Dodge Durango - Emergency Equipment	1.00	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00
	Dash Camera	Watchguard 4RE Camera System	1.00	\$6,899.10	\$6,899.10	\$0.00	\$6,899.10
					<b>\$63,531.10</b>	<b>\$0.00</b>	<b>\$63,531.10</b>
<b>Personnel</b>							
	Enforcement Hours and/or Fringe	2,080 hours of dedicated impaired driving enforcement for one Sergeant level 2, one Deputy level 5, two Deputy level 3, Two Deputy level 1, Totaling as follows:  Salary:\$335,545.60 FICA: \$25,669.25 Pension: \$33,554.56 Work Comp/Health Insurance: \$42,030.44 Uniform Allowance: \$7200.00 Holiday Overtime Pay: \$15,747.84 Addtl \$25,000 for salary overage	1.00	\$484,747.68	\$484,747.68	\$242,373.84	\$242,373.84
					<b>\$484,747.68</b>	<b>\$242,373.84</b>	<b>\$242,373.84</b>
<b>Total Contract</b>					<b>\$548,278.78</b>	<b>\$242,373.84</b>	<b>\$305,904.94</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	County Authorixation F.T.	02/22/2023
PDF	2024 AwardDenial Letter	18874AwardDenialLetter	07/24/2023
PDF	2024 ContractSignature Letter	19338ContractSignatureL	08/14/2023
PDF	Fully Executed Letter	20151rptFullyExecutedLe	11/20/2023
PDF	PDF Document	24154AL082 FullyExecut	11/20/2023





# Jackson County, Missouri

## Request for Legislative Action

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

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

**NUMBER:** 5863 **ASSIGNED MEETING DATE:** 07/01/2024

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

**EMAIL:** emoney@jacksongov.org

**DEPARTMENT:** Sheriff's Office

**TITLE:** Appropriating \$3,532 from the undesignated fund balance of the 2024 General Fund Grants in acceptance of the Revised Sheriff's Office DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number +

**SUMMARY:**

Ordinance 5799 was introduced October 2, 2023, and adopted in acceptance of a grant awarded in the amount of \$302,374 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the purpose of funding a six-person DWI/Traffic Safety Unit and the cost of one new vehicle with equipment for use the by DWI Traffic Unit, for the period of October 1, 2023, to September 30, 2024. Additional funds of \$3,532 have been awarded which increases Sheriff Vehicle Equipment by \$1,400 and Automobiles by \$2,132 as shown in revised contract for Project Number 24-154-AL-082, Version 4. The additional funds were awarded in anticipation of higher than expected costs for the vehicle and equipment.

The Sheriff recommends the acceptance of this grant and the execution of the revised grant contract with the Missouri Department of Transportation, Highway Safety and Traffic Division. An appropriation is necessary to place the additional grant funds in the proper spending accounts.

001G-CC4202-58115 General Fund Grants – Sheriff's Traffic Unit – Sheriff Vehicle Equipment \$1,400.  
001G-CC4202-58120 General Fund Grants – Sheriff's Traffic Unit – Automobiles \$2,132.

**FINANCIAL IMPACT:** NO

YES

Amount	Fund	Department	Line-Item Detail
<u>\$ 3,532.00</u>	<u>001G</u>	<u>4202</u>	<u>Multiple - See Above</u>

**ACTION NEEDED:** APPROPRIATE FUNDS

**ATTACHMENT(S):**

**Fiscal Note:**

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

Date: January 1, 2024

ORD # 5863  
eRLA ID #: \_\_\_\_\_

**001G General Fund - Grants**

Cost Center	Spend Category	Program/Grant/Project	From	To
9999 -	32810 Undesignated Fund Balance		\$ 3,532	\$ -
4202 Sheriff's Traffic Unit	58115 Sheriff Vehicle Equipment	GR100127		1,400
4202 Sheriff's Traffic Unit	58120 Automobiles	GR100127		2,132
			<u>\$ 3,532</u>	<u>\$ 3,532</u>

**Fiscal Note:**

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

**001G General Fund - Grants**

Cost Center	Spend Category	Program/Grant/Project	To
4202 Sheriff's Traffic Unit	58115 Sheriff Vehicle Equipment	GR100127	\$ 1,400
4202 Sheriff's Traffic Unit	58120 Automobiles	GR100127	2,132
			<u>\$ 3,532</u>

**APPROVED**

By Sarah Matthes at 9:04 am, Jun 25, 2024

Budget Office

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** submitting to the qualified voters of Jackson County, Missouri, at the general election to be held on November 5, 2024, a question to amend the Jackson County Charter, with an effective date.

**ORDINANCE NO. 5864**, July 1, 2024

**INTRODUCED BY** Manuel Abarca IV, County Legislator

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

Section 1. There is hereby submitted to the qualified voters of Jackson County, Missouri for approval or disapproval one question to amend the 2018 Jackson County Charter, as set forth in this Ordinance, at the general election to be held in Jackson County, Missouri, on the first Tuesday in November 2024.

Section 2. Subject to the approval of the qualified voters of Jackson County, Missouri, at the general election to be held on November 5, 2024, the 2018 Jackson County Charter is hereby amended with amended sections to read as follows:

### ARTICLE III.

#### COUNTY EXECUTIVE

Section 6. The County Executive, in addition to other powers and duties provided in this charter, shall have the power to:

1. Appoint, subject to the County Legislature's power of disapproval, directors of departments, officers not otherwise provided for, members of boards

and commissions, and acting officers to fill any vacancy in any appointive or elective office, except that of County Legislator; the County Executive shall file written notice of such appointments with the Clerk of the County Legislature.

2. Employ experts and consultants in connection with any of the functions of the county, and ensure that all professional services contracts over \$5,000, except in emergency situations, follow a competitive process to determine award of the contract.

3. Coordinate and supervise the work of the departments, officers and agencies of the county subject to his or her control.

4. Transfer employees from one department to another department to promote efficiency and economy. If the employee reports to the County Legislature, Sheriff, Prosecuting Attorney, Assessor, or Circuit Court, the transfer shall require the approval of the Legislature, applicable office holder or presiding judge of the Circuit Court.

5. Execute and enforce the provisions of this charter, and the ordinances, resolutions and policies of the County Legislature, and the laws of the state pertaining to the government of the county; see that all contracts with the county are faithfully performed and cause to be instituted in the name of the county appropriate actions thereon.

6. Attend meetings of the County Legislature and participate in its discussions without vote.

7. Recommend to the County Legislature such measures as may, in his or

her opinion, tend to improve the county government and the general well being of the people; submit to the County Legislature an annual report of the affairs of the county; promote, encourage and participate in cooperative relationships between the county and political subdivisions and governmental bodies and agencies, either within or outside the county or state in matters relating to public health, ecology, highways, sewers, parks, safety, public welfare, and any and all other functions for the welfare of the people of Jackson County.

8. Investigate any matter or circumstance having to do with the operation of the county government, and examine witnesses, parties and others on oath or affirmation touching any matter or circumstance in the examination of any payroll, account, demand or claim against the county, and have access to all county books, records and papers kept by county officers and employees.

[9. Correct errors in assessment and tax records.]

[10] 9. Represent the county and perform such other duties as may be prescribed by this charter or be required of the County Executive by ordinance or resolution of the County Legislature or as may be implied by the powers and duties specified in this charter, law or county ordinance.

[11] 10. Establish by County Executive order from time to time systems of administrative organization in the departments which shall be as uniform as the various departmental functions will permit.

[12] 11. Submit to the County Legislature for approval by ordinance an annual balanced budget at the time and in the manner provided in this charter and

by county ordinance.

**ARTICLE IV.**  
**DEPARTMENTS**

Section 5. The County Executive shall assign all duties and functions prescribed by law or this charter for [the county assessor,] the county collector, and the county treasurer.

**ARTICLE V.**  
**CHARTER OFFICERS**  
**ASSESSOR**

Section 16. Effective January 1, 2025, the Assessor shall be elected at the general election in 2028, and every four years thereafter. The Assessor shall take office on January 1 following his or her election. The Assessor shall be a qualified voter, and shall have been domiciled in the county for at least three years before assuming office. No Assessor may serve more than three consecutive full terms commencing on or after January 1, 2029. The Assessor shall forfeit office if they:

1. Ceases to be a qualified voter of the County;
2. Removes his or her residence from the county;
3. Holds any other federal, state, county, or municipal elective office;

4. Owes federal income tax, Missouri state income tax, or Missouri local tax which remains unpaid for more than twelve months after such tax debt becomes final under the law of the jurisdiction assessing such tax, unless a payment plan to resolve such delinquency is in effect and is current on its terms.

The Assessor shall be in charge of and responsible for the Division of Assessment and Extension. The Assessor shall possess and exercise all the powers and duties given by law, charter and ordinance to the County Assessor and shall perform such other duties and exercise such other powers relative thereto as are provided by law, charter and ordinance. The assessor shall be responsible and accountable for efficient, effective and predictable taxation within the County, as well as responsive to taxing jurisdictions. The assessor will, if requested, report at least quarterly to the Legislature the plans, outcomes, and anomalies of the assessment, making themselves available and responsive to legislative and executive communications.

Section 3. The qualified voters at said election shall vote by ballot and the ballots to be used at said election shall contain the following language:

**JACKSON COUNTY, MISSOURI**

**QUESTION # 2  
GENERAL ELECTION  
NOVEMBER 5, 2024  
OFFICIAL BALLOT**

Shall Articles III, IV, and V of the Jackson County Charter, adopted by vote on November 3, 1970, and as amended by public votes on August 8, 1978, April 2, 1985, November 4, 1986, August 2, 1994, August 3, 2010, and November 6, 2018 be amended to require that the Charter Office of the Jackson County Assessor no longer be a qualified appointee and instead be an elected position?

YES

NO

If you are in favor of the question, place an "x" in the box opposite "Yes."

If you are opposed to the question, place an "x" in the box opposite "No."

Section 4. If a majority of the qualified voters at said election shall vote in favor of the approval of any ballot question submitted by this Ordinance, the amended provisions related to that ballot question shall be binding and shall become effective January 1, 2025, subject to any transition provisions contained herein.

Section 5. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County and Kansas City Boards of Election Commissioners of the adoption of



this Ordinance no later than 5 p.m. on August 27, 2024, and to include in said notification all of the terms and provisions required by 115.125, RSMo.

Effective Date: This ordinance shall be effective upon its signature by the County Executive, and in accordance with Section 4 hereof.

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Jun 27, 2024 11:15 CDT)

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

I hereby certify that the attached Ordinance, Ordinance No. 5864 introduced on July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

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

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

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance No.5864.

\_\_\_\_\_  
Date

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 04/29/2024 **SPONSOR:** Manuel Abarca IV

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

**NUMBER:** 5864 **ASSIGNED MEETING DATE:** 07/01/2024

**STAFF CONTACT:** Rebeca Amezcua-Hogan **PHONE:** 816.881.3466

**EMAIL:** ramezcua-hogan@jacksongov.org

**DEPARTMENT:** County Legislature

**TITLE:** Submitting to the voters on the November 5th General Election an Amendment to Jackson County Charter on whether the Jackson County Assessor shall be an elected position.

### SUMMARY:

Per Article XV Section 1 by ordinance adopted by the County Legislature and submitted to the voters at a primary or general election and approved by a majority of those voting on the proposition this ordinance as introduced will allow voters to weigh in on November 5th on amending the charter so that the Jackson County Assessor may be an elected position.

The Jackson County Assessor as an elected role shall be limited to serve 3 consecutive terms. The role shall be up for election on an even year at the same time as the Jackson County Prosecutor. The elected Assessors duties shall be as follows:

#### Assessor—Duties—Qualifications.

—There shall be an Assessor who shall be in charge of and responsible for the Division of Assessment and Extension. He shall have had at least five (5) years of responsible administrative experience requiring a knowledge of property valuation acquired through employment in any of the following: real estate brokerage or appraisal; property management or accounting; property design, construction or development; financial or land title institutions; insurance; or government. The Assessor shall possess and exercise all the powers and duties given by law, charter and ordinance to the County Assessor and in addition thereto shall possess and exercise all the powers and duties given by law, charter and ordinance to the County Clerk relative to the extension, abstraction, billing, listing and certifying of real and personal property, merchant and manufacturer, railroad, utility or other taxes for State, school, County, or other purposes and shall perform such other duties and exercise such other powers relative thereto as are provided by law, charter and ordinance. The assessor shall be responsible and accountable for efficient, effective and predictable taxation within the County, as well as responsive to taxing jurisdictions. The assessor will report at least quarterly to the Legislature the plans, outcomes, and anomalies of the assessment, making themselves available and responsive to legislative and executive communications.

#### Assessor—Powers, Duties and Compensation.

1. The assessor shall be the head and shall have general supervision of the division of assessment and extension. The assessor shall perform all duties required by law, and shall have, in addition to the powers and duties prescribed by law, the powers and duties prescribed by this chapter.

**FINANCIAL IMPACT:** NO

YES

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** AUTHORIZE

**ATTACHMENT(S):**

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

**A RESOLUTION** recognizing Bishop James D. Tindall, Sr., for his 15 years of service as the International Presiding Prelude to the Metropolitan Spiritual Churches of Christ, Inc.

**RESOLUTION NO. 21665**, July 1, 2024

**INTRODUCED BY** DaRon McGee, County Legislator

WHEREAS, Bishop James D. Tindall, Sr. was born on June 6, 1942, in Kansas City, Missouri, to Wallace and Lottie Tindall, and attended W.W. Yates Elementary School, Manual High School (Class of 1960), the University of Missouri - Kansas City, Carver Bible Institute, Western Baptist Bible College, Columbia School of Broadcasting, and KPRS School of Broadcasting; and,

WHEREAS, Bishop Tindall joined the Metropolitan Spiritual Church of Christ at the age of 16, where he actively contributed as a choir member, Superintendent of the Sunday School, Trustee Board member, and later was called to ministry; and,

WHEREAS, Bishop Tindall was ordained in July 1976 at the First Church of Deliverance in Chicago, Illinois, by the Reverend Clarence H. Cobbs and was appointed Pastor of the Metropolitan Spiritual Church of Christ in Kansas City, Missouri, becoming the permanent pastor on September 24, 1976; and,

WHEREAS, in 1980, Bishop Tindall was appointed Chairman of the Board of Directors of the Metropolitan Spiritual Churches of Christ by Reverend Dr. Logan Kearse, who became International President of the Metropolitan Spiritual Churches of Christ; and,

WHEREAS, on November 8, 1996, in Chicago, Illinois, at the First Church of Deliverance, Dr. James D. Tindall, Sr. was elevated to the office of Bishop by Archbishop Arthur Leonard Posey, and in July 2009, he was further elevated to the office of International Presiding Prelate of the Metropolitan Spiritual Churches of Christ, Inc.; and,

WHEREAS, Bishop Tindall is a committed advocate for change in the urban community, founding the Urban Summit Kansas City, Inc. in 2007, which meets weekly to discuss community issues and collaborates with elected officials and community leaders; and,

WHEREAS, Bishop Tindall served as Jackson County Legislator - 2nd District, contributing over 20 years of service, including serving as chair of the Justice and Law Enforcement Committee, and serving on the Health and Environment and Anti-Drug Committees, as well as leading the Legislature as Chairman for six consecutive years; and,

WHEREAS, Bishop Tindall, after 42 years of service, became Pastor Emeritus of the Mother Church, Metropolitan Spiritual Church of Christ, in Kansas City, Missouri; and,

WHEREAS, on July 16, 2024, in St. Louis, Missouri, at the 99th Convention of the Metropolitan Spiritual Churches of Christ, Inc., Bishop James D. Tindall, Sr. will be honored for his 15 years of dedicated service and leadership as the International Presiding Prelate of the Metropolitan Spiritual Churches of Christ, Inc.; now therefore,

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

Legislature hereby recognizes and honors Bishop James D. Tindall, Sr. for his exemplary leadership, unwavering commitment, and impactful contributions to the Metropolitan Spiritual Churches of Christ, Inc., and the broader community.

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

APPROVED AS TO FORM:

Bryan Covinsky  
[Bryan Covinsky \(Jun 27, 2024 11:15 CDT\)](#)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21665 of July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** awarding a contract for the three-year-lease of eight wide-area mowers for use by the Parks + Rec Department to Van Wall Equipment, of Lenexa, KS, under the terms and conditions of Sourcewell Grounds Maintenance Contract No. 031121-DAC, an existing, competitively bid government contract, at an actual cost to the County in the amount of \$163,416.00.

**RESOLUTION NO. 21666** July 1, 2024

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department has a need to lease eight wide-area mowers (WAMs) for use for weekly grounds mowing within the park system; and,

WHEREAS, the leased mowers would supplement and replace the current twelve WAMs fleet, several of which are beyond repair, however six are still in service when operable; and,

WHEREAS, the Directors of Parks + Rec and Finance and Purchasing recommend the award of the three-year-lease contract to Van Wall Equipment, of Lenexa, KS, under the terms and conditions of Sourcewell Grounds Contract No. 031121-DAC, an existing competitively bid government contract, at an actual cost to the County in the amount of \$163,416.00; and,



WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Directors of Parks + Rec and Finance and Purchasing recommend the award under the existing competitively bid government contract for the reason that this will allow the County to take advantage of significant discounts offered to larger entities; now therefore,

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

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

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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21666 of July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date


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

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

ACCOUNT NUMBER: 003 1010 58202  
ACCOUNT TITLE: Park Fund  
Parks – Fleet Replacement  
Lease/Purchase Equipment  
NOT TO EXCEED: \$163,416.00

06/27/2024

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvya Stevenson (Jun 27, 2024 10:49 CDT)

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 06/18/2024 **SPONSOR:** Charlie Franklin

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

**NUMBER:** 21666 **ASSIGNED MEETING DATE:** 07/01/2024

**STAFF CONTACT:** Brian Nowotny **PHONE:** 816.503.4803

**EMAIL:** bpnowotny@jacksongov.org

**DEPARTMENT:** Parks + Rec

**TITLE:** Authorizing the Lease of eight (8) Wide-Area Mowers for use by the Parks + Rec department in the amount of \$163,416 annually, for a three-year term. The equipment would be leased using Sourcewell Grounds Maintenance Contract 031121-DAC, a competitively bid Government contract.

### SUMMARY:

Pursuant to Section 1030.4 of the Jackson County Code, Parks + Rec and the Finance & Purchasing Department recommend the lease of eight (8) Wide Area Mowers (WAMs) which would be supplied by Van Wall Equipment of Lenexa, Kansas, at a cost to the County of \$163,416 annually, for a three-year term, subject to annual appropriation. The leased mowers will replace 12 mowers that range in date of original service from 1999-2012. Several of these 12 are beyond effective repair, but six are still in service, when running. As a Sourcewell Member (Jackson County #30910), Parks + Rec has the need to utilize the Sourcewell Grounds Maintenance contract 031121-DAC (PG NB CG 70), a competitively bid Government contract.

Parks + Rec is responsible for weekly mowing (March – October) within the Park System, e.g. three full-service campgrounds, 35+ Park shelters, three full service marinas, Historic Sites, open green space, trailheads and along improved trail shoulders, and approximately 31 miles of Park road right-of-way. This requires Park's staff to have reliable mowers in order to fulfill the mission of providing clean, well-maintained space for park patrons. The leased mowers will operate more efficiently, be better for the environment and will replace mowers that are well beyond cost effective repairs. Downtime for staff will decrease significantly, e.g. not having constant breakdowns of equipment in the field. The length of the lease is designed to return the equipment to the dealer during the time frame for when major, high-cost repairs begin to occur and downtime for the equipment goes up significantly.

Funding is available for this lease within the Department's approved 2024 budget, Account 1010-003-58202. The Sourcewell Contract and lease agreement documents are attached for your review and reference.



**FINANCIAL IMPACT:** NO

YES

Amount	Fund	Department	Line-Item Detail
\$ 163.42	1010	003	58202

**ACTION NEEDED:** AUTHORIZE

**ATTACHMENT(S):** Lease Proposal; Lease Terms/Quote; Sourcewell Contract; List Price

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# SCON-10000674

Date: June 18, 2024

RES # 21666  
eRLA ID #: \_\_\_\_\_

**003 Park Fund**

<b>Cost Center</b>	<b>Spend Category</b>	<b>Program/Grant/Project</b>	<b>Not to Exceed</b>
1010 Parks - Fleet Replacement	58202 Lease/Purchase Equipment		\$ 163,416

**APPROVED**  
*By David Moyer at 2:11 pm, Jun 18, 2024*

**\$ 163,416**

Budget Office



### 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

Code	Description	List price
0736TC	<p><b>1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy</b></p> <p>ENGINE:  60 HP (44.0 kW), gross SAE J1995, PS Rated at 3000 RPM  Four Cylinder Turbo-Charged Diesel  Meets EPA FT4 (Final Tier 4) &amp; 97/68/EC EU NRMM emissions regulations  Liquid Cooled Diesel Engine  B20 Biodiesel Compatible  Displacement 128 cu.in. (2.091 L)  Dual Element Air Cleaner  Air Restriction Indicator  Radiator/Oil Cooler</p> <p>ELECTRICAL:  75 AMP Automotive Alternator</p> <p>CONNECTIVITY:  JDLink M Modem</p> <p>INSTRUMENTATION:  Hourmeter  Fuel Gauge  Operator Presence System  Low Oil Pressure Warning Light  Battery Discharge Light  Engine Glow Plug Light  Engine Coolant Temperature Light  Multi Function Engine Gauge - Engine RPM, Water Temperature, Engine Setting and Diagnostic Information</p> <p>LIGHTS:  (2) Front Head Lights (steering column mounted)</p> <p>FUEL SYSTEM:  22 U.S. Gallon Fuel Capacity</p> <p>DRIVE SYSTEM:  Two Pedal Hydrostatic Foot Control</p>	



## 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

Code	Description	List price
	<p>Hydrostatic Transmission Four Wheel Drive On-Demand or Full-time Mechanical Rear Wheel Drive Front Axle Differential Lock Two Speed Transaxle</p> <p>HYDRAULICS: Hydrostatic Power Steering</p> <p>BRAKE SYSTEM: Individual Turn Assist Brakes Wet Disk Brakes Master Stop Brake</p> <p>TIRES: 26x12-12 In. 6PR Drive Tires 18x9.5-8 In. 6PR Steering Tires</p> <p>MOWER DECKS: 128 In. Cutting Width 7-Gauge Fabricated Steel Mower Decks Hydraulic Deck Drive Belt Driven Blades (1) 62 In. Commercial Rear Discharge, Three Blade, Center Mower Deck 70-Degree Rotate for Service (2) 42 In. Commercial Rear Discharge Wing Decks, Two Blades 90-Degree Rotate for Service Side Wing Decks Flat Free Deck Caster Tires Impact Absorbing Wing Decks</p> <p>MISCELLANEOUS: Tilt Steering Wheel Electronic Cruise Control Air Ride Suspension Seat with Back Angle Adjustment,</p>	



## 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

Code	Description	List price
	Adjustable Armrests, Lumbar Adjustment, Fore and Aft Suspension, and Seat Belt Four Post ROPS (Roll Over Protective Structure) with Canopy Cup Holder & Tool Tray	
0736TC	<b>BASE MACHINE</b> <i>Base Machine Suggested List Price Does Not Include \$600 USD Destination Charge F.O.B. Fuquay Varina, North Carolina.</i> 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	USD \$91,749.00
001A	<b>DESTINATION AND LANGUAGE</b> <b>Basic Factory Options</b> <b>DESTINATION</b> North America United States and Canada <i>Requires US English w/ Spanish (Bi-Lingual) Operator's Manual</i>	In Base Price
0443	<b>OPERATOR'S MANUAL</b> US English w/ Spanish (Bi-Lingual) Operator's Manual <i>R4 English / Spanish Operator's Manual UC10415 MY18 - UC10415 MY21 - UC28951</i>	In Base Price
183N	<b>MACHINE CONNECTIVITY</b> <b>Basic Factory Options</b> <b>CONNECTIVITY HARDWARE</b> JLink™ Modem	In Base Price
TCA20363	<b>WHEELS AND TIRES</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>WHEELS AND TIRES</b> Semi Pneumatic Caster Tire	USD \$166.37
BUC11408	<b>OPERATOR'S STATION AND CONTROLS</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>LIGHTING</b> LED Work Light Kit <i>Kit includes 4 lights, mounting brackets, wiring harness and on/off switch Applicable for serial numbers starting with 500000</i>	USD \$595.99





### 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

Code	Description	List price
BUC11543	LED Road Light Kit <i>Compatible w/ WAM Series III Serial number starting with 500000</i> <i>Note: To complete, requires LED work light kit BUC11408</i>	USD \$690.16
BUC11407	Breakaway LED Beacon Light Kit <i>Applicable for serial numbers starting with 500000</i>	USD \$418.37
	<b>MISCELLANEOUS</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>MISCELLANEOUS</b>	
TCA13825	Slow Moving Vehicle Sign Kit	USD \$62.31
	<b>MOWER DECK</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>MULCH KITS</b>	
BUC11229	Tricycler Mulching Kit <i>Compatible on 1600 Turbo WAM with S/N 500001.</i>	USD \$700.86



## 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Code	Description	List price
0737TC	<b>1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS</b> ENGINE: 60 HP (44.0 kW), gross SAE J1995, PS Rated at 3000 RPM Four Cylinder Turbo-Charged Diesel Meets EPA FT4 (Final Tier 4) & 97/68/EC EU NRMM emissions regulations Liquid Cooled Diesel Engine B20 Biodiesel Compatible Displacement 128 cu.in. (2.091 L) Dual Element Air Cleaner Air Restriction Indicator Radiator/Oil Cooler  ELECTRICAL: 75 AMP Automotive Alternator  CONNECTIVITY: JDLink M Modem  INSTRUMENTATION: Hourmeter Fuel Gauge Operator Presence System Low Oil Pressure Warning Light Battery Discharge Light Engine Glow Plug Light Engine Coolant Temperature Light Multi Function Engine Gauge - Engine RPM, Water Temperature, Engine Setting and Diagnostic Information  LIGHTS: (2) Front Head Lights (steering column mounted)  FUEL SYSTEM: 22 U.S. Gallon Fuel Capacity  DRIVE SYSTEM: Two Pedal Hydrostatic Foot Control	



## 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Code	Description	List price
	<p>Hydrostatic Transmission Four Wheel Drive On-Demand or Full-time Mechanical Rear Wheel Drive Front Axle Differential Lock Two Speed Transaxle</p> <p>HYDRAULICS: Hydrostatic Power Steering</p> <p>BRAKE SYSTEM: Individual Turn Assist Brakes Wet Disk Brakes Master Stop Brake</p> <p>TIRES: 26x12-12 In. 6PR Drive Tires 18x9.5-8 In. 6PR Steering Tires</p> <p>MOWER DECKS: 128 In. Cutting Width 7-Gauge Fabricated Steel Mower Decks Hydraulic Deck Drive Belt Driven Blades (1) 62 In. Commercial Rear Discharge, Three Blade, Center Mower Deck 70-Degree Rotate for Service (2) 42 In. Commercial Rear Discharge Wing Decks, Two Blades 90-Degree Rotate for Service Side Wing Decks Flat Free Deck Caster Tires Impact Absorbing Wing Decks</p> <p>MISCELLANEOUS: Tilt Steering Wheel Electronic Cruise Control Air Ride Suspension Seat with Back Angle Adjustment,</p>	



## 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Code	Description	List price
	Adjustable Armrests, Lumbar Adjustment, Fore and Aft Suspension, and Seat Belt 2-Post Folding ROPS (Roll Over Protective Structure) Cup Holder & Tool Tray	
0737TC	<b>BASE MACHINE</b> <i>Base Machine Suggested List Price Does Not Include \$600 USD Destination Charge F.O.B. Fuquay Varina, North Carolina.</i> 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	USD \$89,629.00
001A	<b>DESTINATION AND LANGUAGE</b> <b>Basic Factory Options</b> <b>DESTINATION</b> North America United States and Canada <i>Requires US English w/ Spanish (Bi-Lingual) Operator's Manual</i>	In Base Price
0443	<b>OPERATOR'S MANUAL</b> US English w/ Spanish (Bi-Lingual) Operator's Manual <i>R4 English / Spanish Operator's Manual UC10415 MY18 - UC10415 MY21 - UC28951</i>	In Base Price
183N	<b>MACHINE CONNECTIVITY</b> <b>Basic Factory Options</b> <b>CONNECTIVITY HARDWARE</b> JDLink™ Modem	In Base Price
TCA20363	<b>WHEELS AND TIRES</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>WHEELS AND TIRES</b> Semi Pneumatic Caster Tire	USD \$166.37
BUC11543	<b>OPERATOR'S STATION AND CONTROLS</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>LIGHTING</b> LED Road Light Kit <i>Compatible w/ WAM Series III Serial number starting with 500000 Note: To complete, requires LED work light kit BUC11408</i>	USD \$690.16



### 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Code	Description	List price
BUC11407	Breakaway LED Beacon Light Kit <i>Applicable for serial numbers starting with 500000</i>	USD \$418.37
BUC11408	LED Work Light Kit <i>Kit includes 4 lights, mounting brackets, wiring harness and on/off switch</i> <i>Applicable for serial numbers starting with 500000</i>	USD \$595.99
<b>MISCELLANEOUS</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>MISCELLANEOUS</b>		
TCA13825	Slow Moving Vehicle Sign Kit	USD \$62.31
<b>MOWER DECK</b> <b>ATTACHMENTS FOR FIELD CONVERSION</b> <b>MULCH KITS</b>		
BUC11229	Tricycler Mulching Kit <i>Compatible on 1600 Turbo WAM with S/N 500001.</i>	USD \$700.86

**PRICE SCHEDULE: Sourcewell RFP # 031121**

Price Page Tabs	Product Descriptions	Discounts off MSRP
<b>TURF EQUIPMENT</b>		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%
L25	Lawn Tractors (S100s, S240s only) & Equipment	4%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
C40	Mid Duty Crossover Utility Vehicles & Equipment	14%
C41	High-Performance Utility Vehicles & Equipment	14%
C42	Gator Utility Vehicles & Equipment	17%
C47	HPX Utility Vehicles & Equipment	14%
C48	Implements for Utility Vehicles	14%
<b>GOLF EQUIPMENT</b>		
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Golf Fleet Management	13%
<b>FRONTIER PRODUCTS</b>		
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%
Frontier	Tillage	18%

Discounts listed are off John Deere's list price (MSRP). List price can be found on [www.deere.com](http://www.deere.com) by utilizing "Build Your Own" and building the desired machine.

**Note:** Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

**Note:** For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.

**Note:** John Deere dealers have the option to charge \$8.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.

**Note:** Agencies may utilize [www.deere.com](http://www.deere.com) to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.



**JOHN DEERE**

# Selling Equipment

Quote Id: 31026218

Customer Name: JACKSON COUNTY PARKS AND RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
9650 Dice Lane  
Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

## JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-

<b>Hours:</b>	<b>Suggested List *</b>
<b>Stock Number:</b>	\$ 91,811.31
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC	<b>Selling Price *</b>
(PG NB CG 70)	\$ 67,940.37

**Price Effective Date:** May 22, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0736TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	8	\$ 91,749.00	23.00	\$ 21,102.27	\$ 70,646.73	\$ 565,173.84
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	8	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	8	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	8	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
TCA13825	Slow Moving Vehicle Sign Kit	8	\$ 62.31	23.00	\$ 14.33	\$ 47.98	\$ 383.84
<b>Dealer Attachments Total</b>			<b>\$ 62.31</b>		<b>\$ 14.33</b>	<b>\$ 47.98</b>	<b>\$ 383.84</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Additional Discounts</b>							
Multi-unit Discount		8			\$ 2,754.34	\$ -2,754.34	\$ -22,034.72
<b>Additional Discount Total</b>					<b>\$ 2,754.34</b>	<b>\$ -2,754.34</b>	<b>\$ -22,034.72</b>
<b>Total Selling Price</b>			<b>\$ 91,811.31</b>		<b>\$ 23,870.94</b>	<b>\$ 67,940.37</b>	<b>\$ 543,522.96</b>



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.  
9650 Dice Lane  
Lenexa, KS 66215  
913-397-6009  
mailbot.jd@vanwall.com

**Quote Summary**

**Prepared For:**

JACKSON COUNTY PARKS AND RECREATION  
22807 SW WOODS CHAPEL RD  
BLUE SPRINGS, MO 64015  
Home : 816-554-1652  
Business: 816-503-4828  
KNORISS@JACKSONGOV.ORG

**Delivering Dealer:**

**Van-Wall Equipment, Inc.**  
Andy Klein  
9650 Dice Lane  
Lenexa, KS 66215  
Phone: 913-397-6009  
andy.klein@vanwall.com

**Quote ID:** 31026218  
**Created On:** 23 May 2024  
**Last Modified On:** 23 May 2024  
**Expiration Date:** 22 June 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> May 22, 2024	\$ 91,811.31	\$ 67,940.37 X	8 =	\$ 543,522.96

**Equipment Total** **\$ 543,522.96**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 543,522.96
Trade In	
SubTotal	<b>\$ 543,522.96</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 543,522.96
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 543,522.96</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





Quote Prepared For:  
**Jackson Country Parks & Rec**  
 3314 NE Rennau Dr., Lees Summit, MO 64064  
 May 24, 2024

**ANNUAL  
 PAYMENTS**

Make	Model	# of Units	Annual Hour Limit	Unit Price	Extended
John Deere	1600 Turbo TerrainCut Wide-Area Mower	8	<900	\$ 67,940.37	\$ 543,522.96
					<b>\$ 543,522.96</b>

Option 2
36 FMV
\$ 163,415.61
<b>\$ 163,415.61</b>

**Please contact First-Citizens Bank & Trust sales representative directly with any questions:**

Peter Kramer  
 Relationship Manager, Golf and Turf  
 P: (563) 542-0666  
 E: peter.kramer@firstcitizens.com

This quote is not an offer or extension of credit. Quote is valid for 60 days from date quoted. Not all applicants will qualify for financing. All finance programs and rates are subject to final approval by First Citizens Bank & Trust Company, and are subject to change at any time without notice. Monthly payment amount is provided for demonstration purposes only; actual payments may vary based on equipment cost and credit. Documentation fee of \$200 and any applicable sales and use tax are additional, unless otherwise noted on this quote. © 2022 First-Citizens Bank & Trust Company. All rights reserved. CIT and the CIT logo are registered trademarks of First-Citizens Bank & Trust Company.

## Sourcewell – Ag Tractors with Related Attachments, Accessories and Supplies

<b>Contract Number:</b>	082923-DAC
<b>Contract Period:</b>	October 16, 2023 – October 11, 2027
<b>Eligibility:</b>	<p>The contract allows for service to Sourcewell Member agencies in all states.</p> <p>The following eligibility requirements must be met:</p> <ul style="list-style-type: none"><li>• Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order.</li><li>• Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.</li><li>• Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract.</li></ul> <p><b>Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract.</b> IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the <a href="#">list of IPHEC Members</a> to verify eligibility.</p> <p>To become a Sourcewell Member, call 877-585-9706 for more details or visit the <a href="#">Sourcewell website</a> to complete an application.</p> <p>To obtain a membership list of eligible U.S. Government, Education and Nonprofit entities belonging to Sourcewell, please visit the <a href="#">Sourcewell Member Locator</a> and select either the Government &amp; Education or Nonprofit downloaded spreadsheets.</p>

### Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local **John Deere Dealer**. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

## Contract Details

Delivery Obligations	<b>None.</b>
Fees	<p><b>Delivery Charge</b> Optional delivery charge of \$8.00 per loaded mile is allowed for the delivering dealer. Use <a href="#">Google Maps</a> to calculate the mileage.</p> <p><b>State Fees</b></p> <ul style="list-style-type: none"> <li>California Tire Fee                      All Motorized Equipment                      \$1.75 per New Tire</li> </ul> <p>Please review the <a href="#">California Tire Fee</a> publication issued by the California Department of Tax and Fee Administration for more details. California Tire Fee must be included on the Quote or Purchase Order. <b>Sales to American Indians occurring on Indian reservations are exempt from the fee.</b></p> <ul style="list-style-type: none"> <li>Louisiana Waste Tire Fee              All Tractors    \$10.00 per New Tire</li> </ul> <p>Fees must be clearly labeled on the quote or purchase order.</p>
Financing	<p><b>John Deere Municipal Lease by John Deere Financial</b> <b>Allowed:</b> If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment.</p> <p><b>Government Operating Lease by John Deere Financial</b> <b>Allowed:</b> If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term.</p> <p><b>Retail Note Financing by John Deere Financial or Third Party</b> <b>Allowed:</b> If the agency rules and guidelines allow.</p>
Machine Hours	<b>Not Allowed:</b> Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.
Manuals	An operator’s manual is included with the delivery of the equipment at no charge.
Miscellaneous	<p><b>Shipping charges</b> <b>Alaska (AK) and Hawaii (HI): Shipping charges apply.</b> For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.</p>

	<p><b>Continental US:</b> For all other deliveries within the continental US (excludes AK &amp; HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.</p>										
<p>Multiple Unit Discount</p>	<p>Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories as shown below and included on the same purchase order. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount program.</p> <p>Compact Utility Tractors          Ag Tractors          Ag Combines          Ag Cotton          Ag Sprayers</p> <p>See discount structure below:</p> <table data-bbox="354 871 1107 1039"> <thead> <tr> <th>Quantity</th> <th>Additional Discount</th> </tr> </thead> <tbody> <tr> <td>3-4</td> <td>1%</td> </tr> <tr> <td>5-6</td> <td>2%</td> </tr> <tr> <td>7-8</td> <td>3%</td> </tr> <tr> <td>9 units or more</td> <td>4%</td> </tr> </tbody> </table>	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
Quantity	Additional Discount										
3-4	1%										
5-6	2%										
7-8	3%										
9 units or more	4%										
<p>Open Market by John Deere (listed in the price book)</p>	<p><b>Allowed:</b> Open-Market items are <b>implements, attachments, accessories, parts and bundles</b> that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
<p>Open Market by Dealer (not listed in the price book)</p>	<p><b>Allowed:</b> Open-Market items <b>not available from John Deere but offered by the delivering Dealer</b> to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
<p>Payment and Remittance</p>	<p>Credit card payments allowed.</p> <p>Remit to Address:          Deere &amp; Company          Ag &amp; Turf CBD &amp; Government Sales          21748 Network Place          Chicago, IL 60673-1217</p>										
<p>Substitutions</p>	<p>Not applicable. This is a current price contract.</p>										

Trade-In

**Allowed:** Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

## Price Structure

<u>Product Description</u>	<u>Discount off MSRP</u>	<u>Price Page Date</u>
Compact Utility Tractors	18%	Current
Equipment for Compact Utility Tractors	18%	Current
Ag Tractors 5050E, 5060E, 5067E, 5075E	14%	Current
Ag Tractors 5090E, 5090EL, 5100E	19%	Current
Ag Tractors 5000Ms, ENs, GLs, GNs, GVs, MHs, MLs	22%	Current
Ag Equipment 6000 Series Tractors	24%	Current
Ag Equipment 7000-9000 Series Tractor Excludes Precision Upgrades	24%	Current
Ag Equipment – Combine Excludes Precision Upgrades	22%	Current
Ag Equipment – Cotton	22%	Current
Ag Equipment – Hay and Forage	22%	Current
Ag Equipment – Tillage	22%	Current
Ag Equipment – Planting and Seeding Excludes Performance Upgrades	22%	Current
Ag Equipment – Sprayers Exclude Performance Upgrades	22%	Current
Ag Equipment – Material Handling, Rotary Cutters, and Shredders	24%	Current

Ag Equipment – Ag Management Solutions (AMS)	Same As Tractors Discount 5% If Purchased w/o Tractor	Current
Frontier Cutting & Mowing	18%	Current
Frontier Hay & Forage	18%	Current
Frontier Landscape	18%	Current
Frontier Livestock	18%	Current
Frontier Material Handling	18%	Current
Frontier Planting & Seeding	18%	Current
Frontier Snow Equipment	18%	Current
Frontier Sprayers	18%	Current
Frontier Tillage	18%	Current

### **Contract Updates**

November 15, 2023 – New contract announced.

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

**A RESOLUTION** amending Rules 16 and 19 of the Rules of the Jackson County Legislature relating to the transfer of legislation between committees.

**RESOLUTION NO. 21667**, July 1, 2024

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Legislature desires to change its rules regarding how legislation can be transferred from one committee to another; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that Rules 16 and 19 of the Rules of the Jackson County Legislature be and hereby are amended to read:

**RULE SIXTEEN. Ordinances – Introduction.**

A. Proposals for ordinances shall be introduced by members by submitting a Request for Legislative Action (RLA), including short title, to the County Counselor's Office. The County Counselor's Office shall assign a number to the proposal and transmit it to the County Clerk to place it on the agenda for the next regular meeting. Upon the reading of the short title at the meeting, the sponsoring member or members may briefly explain the purpose and application of the proposal.

B. A proposal for any ordinance which would grant a permit under Chapter 240 of the Jackson County Code, the Unified Development Code, shall be assigned a number and placed on the agenda for the next regular meeting by the Clerk, without a sponsor. For purposes of compliance with other provisions of this Rule, Rule Seventeen

governing the perfection of ordinances, Rule Twenty-one, governing the results of no action on ordinances and resolutions, and Rule Twenty-two, governing the dropping of ordinances and resolutions, the chair of the Legislature's Land Use Committee shall be deemed the sponsor of such an ordinance. (Resolution #11766)

C. Proposals for ordinances shall be assigned to the appropriate committee by the Chairman of the Legislature. If a [sponsor of the proposal] Legislator objects to assignment to that particular committee, the [sponsoring member] Legislator may move for reassignment to some other designated committee. Passage of such a motion for reassignment requires a simple [two-thirds] majority of those present and voting.

D. A proposal for ordinance may be immediately added to the perfection agenda of the same meeting at which the proposal was introduced only if a motion for immediate perfection is carried. Passage of such a motion requires a two-thirds majority of those present and voting. If the ordinance appropriates funds, a motion for immediate perfection will be defeated by two "No" votes. (Resolution #17631)

E. No proposal for ordinance shall contain more than one subject.

**RULE NINETEEN. Resolutions - Introduction and Assignment to Committee.**

A. Proposals for resolutions shall be introduced by members by first submitting a written draft of the proposal, including short title, to the County Counselor's office. The County Counselor's office shall then assign a number to the proposal and transmit it to the County Clerk to place it on the agenda for the next regular meeting. Upon the reading of the short title at the meeting, the sponsoring member or members may briefly explain the purpose and application of the proposal.



B. Unless immediately adopted, proposals for resolutions shall be assigned to the appropriate committee by the Chair of the Legislature. If a [sponsor of a resolution] Legislator objects to the committee assignment, that member may move for reassignment to some other designated committee. Passage of such a motion requires a [two-thirds] simple majority of those present and voting.

C. If a Resolution is assigned to committee, the committee may:

- (1) Accept the resolution in the form approved by the Counselor;
- (2) Amend the resolution; or
- (3) Substitute a new draft of the resolution.

A committee may:

- (1) Take no action;
- (2) Return the resolution to the Legislature with no recommendation;
- (3) Recommend that the Legislature do not pass the resolution; or
- (4) Recommend that the Legislature do pass the resolution, the resolution as amended, or its substituted draft of the resolution.

D. Amendments by a committee or substitution of a new draft by a committee shall not be contrary to or beyond the scope of the short title of the resolution.

E. If a committee's vote on a motion to recommend "do pass" is a tie, the motion is defeated, and the proposal shall be returned to the Legislature with no recommendation.

F. Copies of any resolution which has been amended in committee shall show the amendments by bracketing any words which the amendment deletes and underlining any words which the amendment adds. Committee chairs shall ensure that the County Counselor provides a sufficient number of copies of any resolution so amended to the Legislature at the regular meeting at which it is reported out of committee. Neither a

committee nor the Legislature as a Whole may take action on a resolution amended in committee or on the floor of the Legislature until the amendment has been reduced to writing as set out in this paragraph, at a minimum via pen and ink. (Resolution #14966)

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

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jun 27, 2024 11:15 CDT)  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21667 of July 1, 2024, was duly passed on \_\_\_\_\_, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 06/03/2024 **SPONSOR:** Manuel Abarca IV

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

**NUMBER:** 21667 **ASSIGNED MEETING DATE:** 07/01/2024

**STAFF CONTACT:** Rebeca Amezcua-Hogan **PHONE:** 816.881.3466

**EMAIL:** ramezcua-hogan@jacksongov.org

**DEPARTMENT:** County Legislature

**TITLE:** Amending Rule Sixteen: Ordinances - Introduction

**SUMMARY:**

Requested Changes Attached.

**FINANCIAL IMPACT:** NO

YES

Amount

Fund

Department

Line-Item Detail

**ACTION NEEDED:** COURTESY (NO LEGAL IMPACT)

**ATTACHMENT(S):**