



# Jackson County Health Department

## May 12-19, 2021

### COVID-19

#### Data

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

#### JACOHD

- Total Cases – 38,791
  - Confirmed – 31,682
  - Probable – 7,109
- Total Deaths – 501

#### Totals by Week:

- Cases – 255
- Deaths – 23

### Current Outbreaks

Truman High School Theater Program – 14  
 The Good Foundation – 5  
 House of Compassion – 12  
 Full Gospel Assembly Church – 25

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

### JACOHD/Jackson County Vaccine Data

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

#### JACOHD

- Total doses administered – 61,600 Jackson County
- 36.7% of Jackson County residents have initiated vaccination; 31.1% have completed vaccination
  - Jackson County’s population: 383,230
- 140,502 first doses have been administered; 251,669 total doses have been administered

### JACOHD/TMC Sponsored Testing

Tuesday, May 25, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit  
 Wed., May 26, 2021 10 a.m. - 2 p.m. – 1300 NE Legacy Park Dr. Lee’s Summit

Symptomatic Testing: Call 816-404-CARE

### JACOHD Vaccine Clinics

Walk-ins welcome, appointments preferred. All Missourians over the age of 16 are eligible for vaccination. Residents can visit [jacohd.org/event](#) to find and book a COVID-19 vaccination appointment.

Thursday, May 20, 2021 9:30am - 4 p.m. – The Pavillion at John Knox Village  
 9:30 a.m. - 4 p.m. – Grandview The View

Friday, May 21, 2021 9:30am - 4 p.m. – The Pavillion at John Knox Village  
 9:30 a.m. - 4 p.m. – Raytown New City Church

Monday, May 24, 2021 9:30am - 4 p.m. – The Pavillion at John Knox Village  
 9:30 a.m. - 4 p.m. – Raytown Connection Point Church

Tuesday, May 25, 2021 9:30am - 4 p.m. – The Pavillion at John Knox Village  
 9:30 a.m. - 4 p.m. – Oak Grove 1600 S Broadway St.

Wednesday, May 26, 2021 9:30am - 4 p.m. – The Pavillion at John Knox Village  
 9:30am - 4 p.m. – Independence City House  
 9:30am - 4 p.m. – Raytown Bowen Tower Senior Apts.

### PPE Supply

The supply rate meets the demand rate.

### Testing Supply

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

### JCDC Testing

This outbreak is now closed. JACOHD is continually working with JCDC on reporting and investigation.

### Weekly Regional Coordination Meetings

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

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

**A RESOLUTION** authorizing the County Executive and the Sheriff to execute a State Plan of Operation and Application for Participation relating to the Missouri Department of Public Safety's and the U.S. Department of Defense's LESO Program, at no cost to the County.

**RESOLUTION NO. 20683**, May 24, 2021

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Missouri Department of Public Safety, as the sponsoring state agency for administration of the U.S. Department of Defense's Law Enforcement Support Office (LESO) Program, has requested the execution of an updated LESO Program Application and State Plan of Operation, in connection with the LESO program; and,

WHEREAS, the LESO Program, formerly known as the DOD 1033 Program, provides surplus U.S. Department of Defense military equipment to state and local civilian law enforcement agencies for use in counter-narcotics and counter-terrorism operations and to enhance officer safety; and,

WHEREAS, the attached State Plan of Operation and Application for Participation set out the rights and obligations of each party participating in the LESO Program; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Sheriff be and hereby are authorized to execute the attached State Plan of Operation and LESO Application in connection with the LESO program, and any other documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20683 of May 24, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
LESO PROGRAM APPLICATION  
CONTACT INFORMATION**

**Instructions:** Please complete all fields. Enter N/A if the requested information does not apply.

<b>Law Enforcement Agency (LEA) Information</b>			
LEA ORI Number	MO0480000		
LESO DoDAAC (Example: <u>2YTXXX</u> )	2YTFUP		
LEA Name	JACKSON COUNTY SHERIFF'S OFFICE		
PO Box Address (If applicable; if not applicable, enter N/A)	N/A		
Physical Street Address (No PO Boxes)	4001 NE LAKEWOOD CT		
NCIC Terminal Address (Address associated with LEA's ORI Number)	4001 NE LAKEWOOD CT		
City	LEE'S SUMMIT		
Zip Code	64064		
County	JACKSON		
General Agency Email (If the LEA doesn't have a general email, enter the email of a primary contact that will monitor emails)	SHERIFF@JACKSONGOV.ORG		
Agency Main Telephone Number	(816) 541-8017		
Agency Main Fax Number	(816) 795-1969		
# Full-Time Sworn Officers (Include any vacant, budgeted positions)	95		
# Part-Time Sworn Officers (Include any vacant, budgeted positions)	0		
# Reserve Sworn Officers (Include any vacant, budgeted positions)	9		
<i>NOTE: Only compensated, full-time and part-time law enforcement officers are authorized to receive (use) LESO Program property.</i>			
<b>Chief Law Enforcement Official (CLEO) Information</b> (e.g. Chief, Sheriff, Director, Colonel, Marshal of the LEA)			
Title/Rank	SHERIFF		
Name (First and Last Name)	Darryl Forté		
Office Phone Number	(816) 541-8017	Ext. (If applicable)	
Cell Phone Number	(000) 000-0000		
Email Address	SHERIFF@JACKSONGOV.ORG		
<b>Local Governing Executive Official (LGEO) Information</b> (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director of the unit of government)			
Job Title	COUNTY EXECUTIVE		
Name (First and Last Name)	Frank White		
Office Phone Number	(816) 861-3333	Ext. (If applicable)	
Email Address	MHENNOSY@JACKSONGOV.ORG		

**Authorized Property Screeners**

Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]

**Property Accountability Officer (Main Point of Contact/ Screener #1)**

Must be a full-time, compensated sworn officer of the law enforcement department.

Title/Rank	DEPUTY		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	JASON		
Last Name (as indicated on driver's license)	CHENEY		
Office Phone Number	(816) 220-3274	Ext. (If applicable)	
Cell Phone Number	(000) 000-0000		
Email Address	JCHENEY@JACKSONGOV.ORG		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		<input checked="" type="checkbox"/>

**Screener #2**

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.

Title/Rank	SERGEANT		
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]	TRAVIS		
Last Name (as indicated on driver's license)	PHILLIPS		
Office Phone Number	(816) 220-3274	Ext. (If applicable)	
Cell Phone Number	(000) 000-0000		
Email Address	TPHILLIPS@JACKSONGOV.ORG		
Select if the individual is also a POC for a special commodity item(s):	Small Arms & Vehicle		<input checked="" type="checkbox"/>

**Screener #3**

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a third screener.)

Title/Rank			
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]			
Last Name (as indicated on driver's license)			
Office Phone Number		Ext. (If applicable)	
Cell Phone Number			
Email Address			
Select if the individual is also a POC for a special commodity item(s):	(Select)		

**Screener #4**

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department. (Enter N/A in each text field of this section if not identifying a fourth screener.)

Title/Rank			
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Donald (Don), Elizabeth (Liz), or Timothy (Tim)]			
Last Name (as indicated on driver's license)			
Office Phone Number		Ext. (If applicable)	
Cell Phone Number			
Email Address			
Select if the individual is also a POC for a special commodity item(s):	(Select)		



**DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK, MICHIGAN 49037-3092**

**Law Enforcement Support Office (LESO)  
Application for Participation / Authorized Screeners Letter**

**\* Indicates Required Fields**

*(This form is for State/Local Law Enforcement Agencies only)*

**SECTION 1:**

\*Originating Agency Identifier (ORI) Number (if applicable)

\*Agency Name:

\*Agency Physical Address:  \*City:

\*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

\*Phone #:  Fax #:

\*State:  \*Zip Code:  \*Email:  Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

\*Full-time:  \*Part-time:

*RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.*

#1	<input type="text" value="DEPUTY"/>	<input type="text" value="JASON"/>	<input type="text" value="CHENEY"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="JCHENEY@JACKSONGOV.ORG"/>	<input type="text" value="(816) 220-3274"/>	<input type="text" value="Small Arms &amp; Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	<input type="text" value="SERGEANT"/>	<input type="text" value="TRAVIS"/>	<input type="text" value="PHILLIPS"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text" value="TPHILLIPS@JACKSONGOV.ORG"/>	<input type="text" value="(816) 220-3274"/>	<input type="text" value="Small Arms &amp; Vehicle"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	<input type="text"/>	<input type="text"/>	<input type="text"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text"/>	<input type="text"/>	<input type="text" value="(Select)"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	<input type="text"/>	<input type="text"/>	<input type="text"/>
	*Official Title / Rank	*First Name	*Last Name
	<input type="text"/>	<input type="text"/>	<input type="text" value="(Select)"/>
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

**SECTION 2:**

**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

**Law Enforcement Agency/Activity** - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

\*

I am signing this document as the CLEO of this law enforcement agency.

\*(Check only one):

In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

*By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.*

SHERIFF	Darryl Forté	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
SHERIFF@JACKSONGOV.ORG		
*EMAIL		*DATE

**SECTION 3:**

**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

**SECTION 4:**

**RESERVED FOR LESO USE ONLY**

**NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL:** Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

\*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

\*LESO Authorized Signatory:   
\*SIGNATURE

\*Screener letter is valid one year from this date:

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

## State Plan of Operation (SPO) between:

**Missouri**

**and the**

*(State/United States Territory)*

**JACKSON COUNTY SHERIFF'S OFFICE**

*Law Enforcement Agency (LEA)*

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

- a) In addition the Missouri Department of Public Safety has adopted a "Missouri LESO Program Policies and Procedures Manual" by which all Missouri Law Enforcement agencies shall read and agree to follow in order to participate in the Missouri LESO Program. The "Missouri LESO Program Policies and Procedures Manual" is available online at <https://dps.mo.gov/dir/programs/cjle/dod.php>. Any updates to the "Missouri LESO Program Policies and Procedures Manual" will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

- a) The Governor of the State of Missouri has designated in writing, with an effective date of July 1993, to implement the LESO Program statewide as well as conduct management and oversight of the LESO Program.
- b) Within Missouri, the Department of Public Safety (DPS) is the Governor-appointed agency to administer the Missouri LESO Program. Specifically within the Department of Public Safety, the State Coordinator is the Program Manager of the Criminal Justice/Law Enforcement (CJ/LE) Unit. Once appointed, the CJ/LE Program Manager may choose to name and delegate all or a portion of his/her authority to an authorized State Point of Contact(s).

**3) GENERAL TERMS AND CONDITIONS** "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

- a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise

authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
  - ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
  - iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
- b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.
- c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a State/LEA at any time.
- f) General use of definitions/terms:
- i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
  - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
  - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.
- (1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Joni McCarter

State Point of Contact (SPOC): Tim Kempker

State Point of Contact (SPOC): Logan Hitt

ii) SC/SPOC Facility Information:

Physical Mailing Address: 1101 Riverside Drive, P.O. Box 749, Jefferson City, MO 65102

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

Phone Number: (573) 526-1930

Website: <https://dps.mo.gov/dir/programs/cjle/dod.php>

Hours of Operation: 7:30 a.m. to 4:30 p.m. / Monday - Friday

iii) Funding to administer the LESO Program at the State-level is provided via:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**5) PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

**6) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

**7) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**8) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

## 9) PROPERTY ALLOCATION

### a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
  - ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.
  - iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:
    - (1) Robots: one (of each type) for every ten officers (full-time/part-time).
    - (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
    - (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
    - (4) Small arms: one (of each type) per officer (full-time/part-time).
- (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

**10) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs

for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## 11) PROGRAM COMPLIANCE REVIEWS (PCR)

### a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal

Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

**12) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of Missouri, the annual physical inventory and certification in the property accounting system process starts on July 1<sup>st</sup> and must be completed by September 30th. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
  - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically

identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have

retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) **AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Darryl Forté

\_\_\_\_\_  
Type / Print Chief Law Enforcement Official Name

\_\_\_\_\_  
Chief Law Enforcement Official Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

Frank White

\_\_\_\_\_  
Type / Print Local Governing Executive Official Name

\_\_\_\_\_  
Local Governing Executive Official Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Type / Print State Coordinator (or designee) Name

\_\_\_\_\_  
State Coordinator (or designee) Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

**Request for Legislative Action**

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20683
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	5/24/2021

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A resolution authorizing the Jackson County Sheriff and County Executive to execute a state plan of operations between the State of Missouri and the Jackson County Sheriff's Office at no cost to Jackson County.

<b>Request Summary</b>
The Secretary of Defense is authorized to transfer to state law enforcement agencies property which is in excess of the needs of the United States Department of Defense. This program, formerly known as the 1033 program, is currently called the LESO program. (Law Enforcement Support Program)

<b>Contact Information</b>			
<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	5/11/2021
<b>Name:</b>	David D. Epperson	<b>Email:</b>	DEpperson@jacksongov.org
<b>Title:</b>	Captain	<b>Phone:</b>	816-541-8017

<b>Budget Information</b>	
Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
<b>Single Source Funding:</b>	
Fund:	Department:
Line Item Account:	Amount:

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19586	September 25, 2017
20036	October 24, 2018
20395	April 6, 2020

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

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

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

## Request for Legislative Action

### History

David D. Epperson at 5/11/2021 7:40:26 AM - [Submitted | none]  
Department Director: Ronald A. Fletcher at 5/11/2021 9:37:24 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/11/2021 10:36:13 AM - [ Returned for more information | On the Attachments - Sheriff is misspelled twice - please correct ]  
Submitter: David D. Epperson at 5/11/2021 2:36:27 PM - [ Submitted | uploaded revised attachment. ]  
Department Director: Ronald A. Fletcher at 5/13/2021 3:19:54 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/13/2021 4:36:01 PM - [ Not applicable | ]  
Audit: Katie M. Bartle at 5/14/2021 9:40:12 AM - [ Approved | eRLA 73 ]  
Finance (Budget): Mark Lang at 5/17/2021 11:26:22 AM - [ Not applicable | ]  
Executive: Troy Schulte at 5/17/2021 11:49:47 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 5/19/2021 3:38:27 PM - [ Approved | ]

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

**A RESOLUTION** transferring \$28,741.00 within the 2021 General Fund to provide funding for the part-time wellness coordinator position within the Human Resources Department.

**RESOLUTION NO. 20684**, May 24, 2021

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, as part of the County's health insurance benefit plan, Blue Cross and Blue Shield of Kansas City allocates \$75,000.00 annually toward health and wellness programs and activities within the County; and,

WHEREAS, the Director of Human Resources recommends that a portion of this allocation be used to continue to fund a part-time wellness coordinator position within that department to oversee wellness initiatives throughout the County; and,

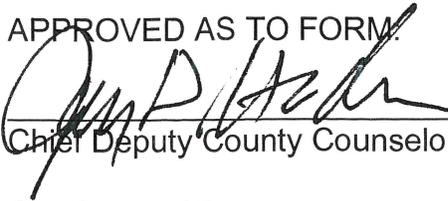
WHEREAS, a transfer is necessary to place the required funds in the appropriate spending accounts; now therefore,

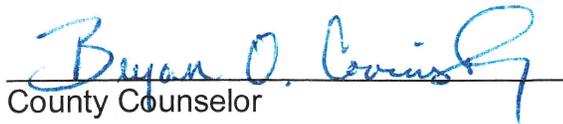
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2021 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Human Resources			
001-1202	56711 – Wellness Incentive	\$28,741	
001-1202	55025 – Part-Time Salaries		\$26,699
001-1202	55040 – FICA Taxes		\$ 2,042

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20684 of May 24, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 1202 56711  
ACCOUNT TITLE: General Fund  
Human Resources  
Wellness Incentive  
NOT TO EXCEED: \$28,741.00

  
\_\_\_\_\_  
Date

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

**Request for Legislative Action**

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20684
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	5/24/2021

<b>Introduction</b>
<b>Action Items:</b> ['Transfer']
<b>Project/Title:</b>
A Resolution transferring \$28,741 within the 2021 General Fund to populate personnel line items (part-time salaries and FICA) for the County's Part-time Wellness Coordinator.

<b>Request Summary</b>
This is a request to transfer \$28,741 within the 2021 General Fund for the purpose of retaining the Part-time Wellness Coordinator. Retaining a Wellness Coordinator will allow the Human Resources department to dedicate valuable hours to the coordination and execution of wellness initiative throughout Jackson County and improve the health and wellness of county associates, thereby, lowering health claims in our health plan. This position is funded by a grant awarded to Jackson County by Blue Cross and Blue Shield of Kansas City.

<b>Contact Information</b>			
<b>Department:</b>	Human Resources	<b>Submitted Date:</b>	4/29/2021
<b>Name:</b>	Vivian M. Eads	<b>Email:</b>	VEads@jacksongov.org
<b>Title:</b>	Human Resources Administrator	<b>Phone:</b>	816-881-1202

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:			\$28,741
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$28,741
Is it transferring fund?			Yes
<b>Transferring Fund From:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	1202 (Human Resources)	56711 (Wellness Incentive)	\$28,741

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1202 (Human Resources)	55025 (Part Time Salaries)	\$26,699
001 (General Fund)	1202 (Human Resources)	55040 (FICA Taxes)	\$2,042

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
20381	March 2, 2020
Prior Resolution	
Resolution:	Resolution date:

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

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

Fiscal Information
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>

## Request for Legislative Action

### History

Vivian M. Eads at 4/29/2021 9:33:35 AM - [Submitted | ]  
Department Director: Michelle K. Chrisman at 4/30/2021 3:47:38 PM - [ Returned for more information | ]  
Submitter: Vivian M. Eads at 4/30/2021 4:08:04 PM - [ Submitted | Changed amount to 28740.83 ]  
Department Director: Michelle K. Chrisman at 5/3/2021 7:12:20 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/3/2021 9:10:13 AM - [ Returned for more information | In the body, match the numbers to the fiscal, no decimalsNo attachments ]  
Submitter: Vivian M. Eads at 5/3/2021 11:12:50 AM - [ Submitted | In the body matched the numbers to the fiscal, no decimals. ]  
Department Director: Michelle K. Chrisman at 5/3/2021 11:23:29 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/3/2021 1:34:11 PM - [ Returned for more information | There should be an attachments, a memorandum, or something that backs up this request ]  
Submitter: Vivian M. Eads at 5/4/2021 8:00:04 AM - [ Submitted | Jackson County Mo - Group Contract 2021 - Amendment Grpk-201-16-MK -Wellness Program. ]  
Department Director: Michelle K. Chrisman at 5/12/2021 3:11:43 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/12/2021 4:00:08 PM - [ Not applicable | ]  
Audit: Katie M. Bartle at 5/13/2021 9:29:29 AM - [ Approved | eRLA 61 ]  
Finance (Budget): Mark Lang at 5/13/2021 10:50:28 AM - [ Approved | Fiscal Note has been attached. ]  
Executive: Sylva Stevenson at 5/13/2021 12:54:02 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 5/20/2021 8:37:25 AM - [ Approved | ]



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

**A RESOLUTION** awarding a contract on Bid No. PW 06-2021 for the Windsor Drive, 101<sup>st</sup> Street, and Stonehaus Drive Repairs Project, No. 3245, to Superior Bowen Asphalt Company, LLC, of Kansas City, MO, at an actual cost to the County not to exceed \$1,857,387.00, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20685**, May 24, 2021

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, due to the deterioration of Windsor Drive, 101<sup>st</sup> Street, and Stonehaus Drive, all within the Windsor Hills subdivision, the Director of Public Works has solicited formal written bids on Bid No. PW 06-2021 for crack and full depth pavement repair and the replacement of sections of existing curbs and gutters; and,

WHEREAS, he has received three bids thereon as follows:

<b><u>VENDOR</u></b>	<b><u>BID</u></b>
Superior Bowen Asphalt Company, LLC Kansas City (Jackson County), MO	\$1,857,387
Tandem Paving Company, Inc. Blue Springs, MO	\$2,034,004
Amino Brothers Company, Inc. Kansas City, KS	\$2,497,169

and,

WHEREAS, the Director of Public Works recommends that award be made to Superior Bowen Asphalt Company, LLC, of Kansas City, MO, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments, to the extent there is no additional cost to the County; now therefore,

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

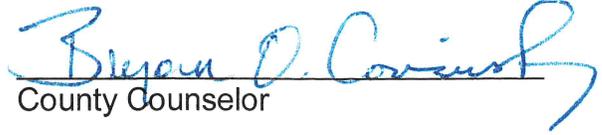
BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20685 of May 24, 2021, was duly passed on \_\_\_\_\_, 2021 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: 013 1507 58060  
ACCOUNT TITLE: County Improvement Fund  
Special Projects in Public Works  
Other Improvements  
NOT TO EXCEED: \$1,857,387.00

  
Date

  
Chief Administrative Officer

# Request for Legislative Action

Res. #20685  
Sponsor: Theresa Cass Galvin  
Date: May 24, 2021

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20685
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	5/24/2021

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding Windsor Drive, 101st Street, and Stonehaus Drive Repairs Contract, PN 3245, to Superior Bowen Asphalt Company, LLC under the terms and conditions of Invitation to Bid No. PW06-2021

Request Summary															
<p>The existing roadways within the Windsor Hills subdivision have deteriorated to the point that full depth pavement repairs on both 101st Street and Stonehaus Drive are required. Windsor Drive has not exhibited the same deterioration as the other two roadways, however, the pavement is in need to crack repairs and replacement of major sections of the existing curb and gutter. All three roadways will be overlaid with a new surface at the conclusion of the project. The Public Works Department prepared plans and specifications for the project. Advertisement was posted once in the Daily Record and the bidding information was posted on the "Public Purchase" Website. Sealed proposals were opened on April 13, 2021 at the offices of Public Works with three (3) bidders responding. A detailed bid tabulation is attached. A summary of the bids is as follows: AS READ</p>															
<table border="1"><thead><tr><th>Bidder Name</th><th>Bidder Location</th><th>Bid</th></tr></thead><tbody><tr><td><b>Submitted</b></td><td></td><td></td></tr><tr><td>Superior Bowen Asphalt Company, LLC Missouri</td><td>Kansas City,</td><td>\$1,857,387</td></tr><tr><td>Tandem Paving Company, Inc. Missouri</td><td>Blue Springs,</td><td>\$2,034,004</td></tr><tr><td>Amino Brothers Company, Inc. Kansas</td><td>Kansas City,</td><td>\$2,497,169</td></tr></tbody></table>	Bidder Name	Bidder Location	Bid	<b>Submitted</b>			Superior Bowen Asphalt Company, LLC Missouri	Kansas City,	\$1,857,387	Tandem Paving Company, Inc. Missouri	Blue Springs,	\$2,034,004	Amino Brothers Company, Inc. Kansas	Kansas City,	\$2,497,169
Bidder Name	Bidder Location	Bid													
<b>Submitted</b>															
Superior Bowen Asphalt Company, LLC Missouri	Kansas City,	\$1,857,387													
Tandem Paving Company, Inc. Missouri	Blue Springs,	\$2,034,004													
Amino Brothers Company, Inc. Kansas	Kansas City,	\$2,497,169													
<p>The Engineers Estimate for the project is \$2,200,000. The Department of Public Works recommends that the contract be awarded to Superior Bowen Asphalt Company, LLC, being the lowest and best bidder.</p>															
<p>We request that</p> <ol style="list-style-type: none"><li>1. The County Executive be authorized to execute this construction contract with Superior Bowen Asphalt Company, LLC.</li><li>2. The Director of Finance be authorized to encumber \$1,857,387 to cover the costs.</li><li>3. The Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County</li></ol>															

## Request for Legislative Action

Contact Information			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	4/26/2021
<b>Name:</b>	Eric L. Johnson	<b>Email:</b>	ELJohnson@jacksongov.org
<b>Title:</b>	Senior Project Manager, Civil Engineer III	<b>Phone:</b>	816-881-4499

Budget Information			
Amount authorized by this legislation this fiscal year:			\$1,857,387
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$1,857,387
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
013 (County Improvement Fund)	1507 (Special Projects in Public Works)	58060 (Other Improvements)	\$1,857,387

## Request for Legislative Action

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

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	.00%
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

Fiscal Information	
<ul style="list-style-type: none"> <li>Funds sufficient for this expenditure will be/were appropriated by Ordinance #5461</li> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Eric L. Johnson at 4/26/2021 1:53:01 PM - [Submitted | ]  
Department Director: Brian Gaddie at 4/27/2021 4:35:08 PM - [ Returned for more information | ]  
Submitter: Eric L. Johnson at 4/28/2021 7:12:08 AM - [ Submitted | Modifications to the Project Summary were provided as directed by Earl Newill. ]  
Department Director: Brian Gaddie at 4/28/2021 12:09:15 PM - [ Returned for more information | ]  
Submitter: Eric L. Johnson at 4/28/2021 12:49:36 PM - [ Submitted | Grammatical corrections have been made. ]  
Department Director: Brian Gaddie at 4/28/2021 6:23:56 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 4/29/2021 10:16:09 AM - [ Returned for more information | (1) whole dollars in budget figures(2) Jackson County, Missouri Affidavit is not included(3) Has CORE 4 been checked?(4) Is recommended vendor registered with the State of Missouri ]  
Submitter: Eric L. Johnson at 5/5/2021 2:03:53 PM - [ Submitted | Additional files uploaded as requested. ]  
Department Director: Brian Gaddie at 5/5/2021 2:53:07 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/5/2021 3:08:49 PM - [ Returned for more information | Incorrect Affidavit - the Jackson County, Missouri Affidavit should be attached ]  
Submitter: Eric L. Johnson at 5/6/2021 10:44:35 AM - [ Submitted | Revised Affidavit uploaded to RLA ]  
Department Director: Brian Gaddie at 5/6/2021 10:56:58 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/6/2021 11:08:51 AM - [ Approved | ]  
Audit: Katie M. Bartle at 5/6/2021 11:42:47 AM - [ Approved | eRLA #58 ]  
Finance (Budget): Mark Lang at 5/10/2021 10:18:52 AM - [ Returned for more information | The account being referenced (004-15070-58060) does not have a balance. Please select a different source of funding. ]  
Submitter: Eric L. Johnson at 5/11/2021 3:13:04 PM - [ Submitted | Funding source updated on form. ]  
Department Director: Brian Gaddie at 5/11/2021 3:55:56 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/11/2021 4:10:04 PM - [ Approved | ]  
Audit: Katie M. Bartle at 5/12/2021 9:24:58 AM - [ Approved | eRLA #58 ]  
Finance (Budget): Mark Lang at 5/12/2021 10:57:12 AM - [ Approved | Fiscal Note is attached. ]  
Executive: Troy Schulte at 5/12/2021 11:43:58 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 5/20/2021 8:40:52 AM - [ Approved | ]





**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**WINDSOR DRIVE, 101ST STREET, AND  
STONEHAUS DRIVE REPAIRS  
COUNTY PROJECT NO. 3245 COUNTY BID NO. PW 06-2021**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: April 13, 2021 @ 2:05 PM**

NOTE: This is an unofficial bid summary and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Superior Bowen Asphalt Co., LLC	Kansas City, MO	\$1,857,387.10	0.00%
2	Tandem Paving Company, Inc.	Blue Springs, MO	\$2,034,004.18	9.51%
3	Amino Brothers Co., Inc.	Kansas City, KS	\$2,497,169.05	34.45%
Engineers Estimate			\$2,200,000.00	18.45%

Bid Tabulation for Windsor Drive, 101st Street,  
Stonehaus Drive Repairs  
Jackson County No. 3245 - Bid No. PW 06-2021  
Department of Public Works - Engineering Division

Bid Opening Date and Time:  
April 13, 2021 at 2:05 PM

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

<b>UNOFFICIAL</b>												
				<b>Lowest Bidder</b>		<b>2nd Lowest</b>		<b>3rd Lowest</b>		<b>Engineers Estimate</b>		Average Unit Price of Bids Received
This project is funded and Administered by Jackson County, MO.				Superior Bowen Asphalt Co., LLC Kansas City, MO		Tandem Paving Company, Inc. Blue Springs, MO		Amino Brothers Co., Inc. Kansas City, KS				
Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
<b>Roadway Items</b>												
1	Mobilization	1	LS	\$103,000.00	\$103,000.00	\$64,317.00	\$64,317.00	\$53,120.00	\$53,120.00	\$256,855.20	\$256,855.20	\$73,479.00
2	Unclassified Excavation	6,668	CY	\$15.75	\$105,021.00	\$15.53	\$103,554.04	\$41.35	\$275,721.80	\$10.00	\$66,680.00	\$24.21
3	Pavement and Curb Removal	5,049	CY	\$12.95	\$65,384.55	\$18.16	\$91,689.84	\$48.50	\$244,876.50	\$32.00	\$161,568.00	\$26.54
4	Remove and Replace Unsuitable Material	710	CY	\$46.20	\$32,802.00	\$44.97	\$31,928.70	\$86.40	\$61,344.00	\$32.00	\$22,720.00	\$59.19
5	Blanket Drains	26	Each	\$4,950.00	\$128,700.00	\$3,900.00	\$101,400.00	\$5,677.00	\$147,602.00	\$1,500.00	\$39,000.00	\$4,842.33
6	Subgrade Compaction (In Place)(6")	22,937	SY	\$1.50	\$34,405.50	\$3.96	\$90,830.52	\$5.45	\$125,006.65	\$4.00	\$91,748.00	\$3.64
7	Geogrid (Tensar TX140)	22,937	SY	\$3.05	\$69,957.85	\$3.71	\$85,096.27	\$3.80	\$87,160.60	\$7.40	\$169,733.80	\$3.52
8	Compacted Aggregate Base (MoDOT Type 5)(6") (Pugged)	6,739	CY	\$39.15	\$263,831.85	\$51.10	\$344,362.90	\$46.95	\$316,396.05	\$31.00	\$208,909.00	\$45.73
9	Concrete Curb and Gutter (CG-2)	4,853	LF	\$41.85	\$203,098.05	\$33.76	\$163,837.28	\$29.45	\$142,920.85	\$26.00	\$126,178.00	\$35.02
10	Asphaltic Concrete Base (APWA RC Type 1-01)(5")	6,453	Tons	\$54.10	\$349,107.30	\$54.36	\$350,785.08	\$58.55	\$377,823.15	\$65.00	\$419,445.00	\$55.67
11	Cold Milling (2")	36,130	SY	\$0.75	\$27,097.50	\$1.35	\$48,775.50	\$4.65	\$168,004.50	\$2.60	\$93,938.00	\$2.25
12	Crack Sealing (Hot Mastic)	4,850	LF	\$1.70	\$8,245.00	\$15.00	\$72,750.00	\$0.70	\$3,395.00	\$5.00	\$24,250.00	\$5.80
13	Asphaltic Concrete Surface (APWA RC Type 5-01)(2")	6,215	Tons	\$57.10	\$354,876.50	\$58.87	\$365,877.05	\$61.85	\$384,397.75	\$65.00	\$403,975.00	\$59.27
14	Inlet Protection	16	Each	\$210.00	\$3,360.00	\$50.00	\$800.00	\$84.70	\$1,355.20	\$250.00	\$4,000.00	\$114.90
15	Biodegradable Log (12")	500	LF	\$6.00	\$3,000.00	\$5.00	\$2,500.00	\$6.60	\$3,300.00	\$10.00	\$5,000.00	\$5.87
16	Traffic Control	1	LS	\$5,500.00	\$5,500.00	\$15,500.00	\$15,500.00	\$4,745.00	\$4,745.00	\$6,000.00	\$6,000.00	\$8,581.67
17	Force Account (Asphalt Index Adjustment)	1	FA	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
18	Force Account	1	FA	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
<b>Total Bid for Project =</b>						\$1,857,387.10		\$2,034,004.18		\$2,497,169.05		\$2,200,000.00

Bid Opening Date and Time:  
April 13, 2021 at 2:05 PM

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

**UNOFFICIAL**

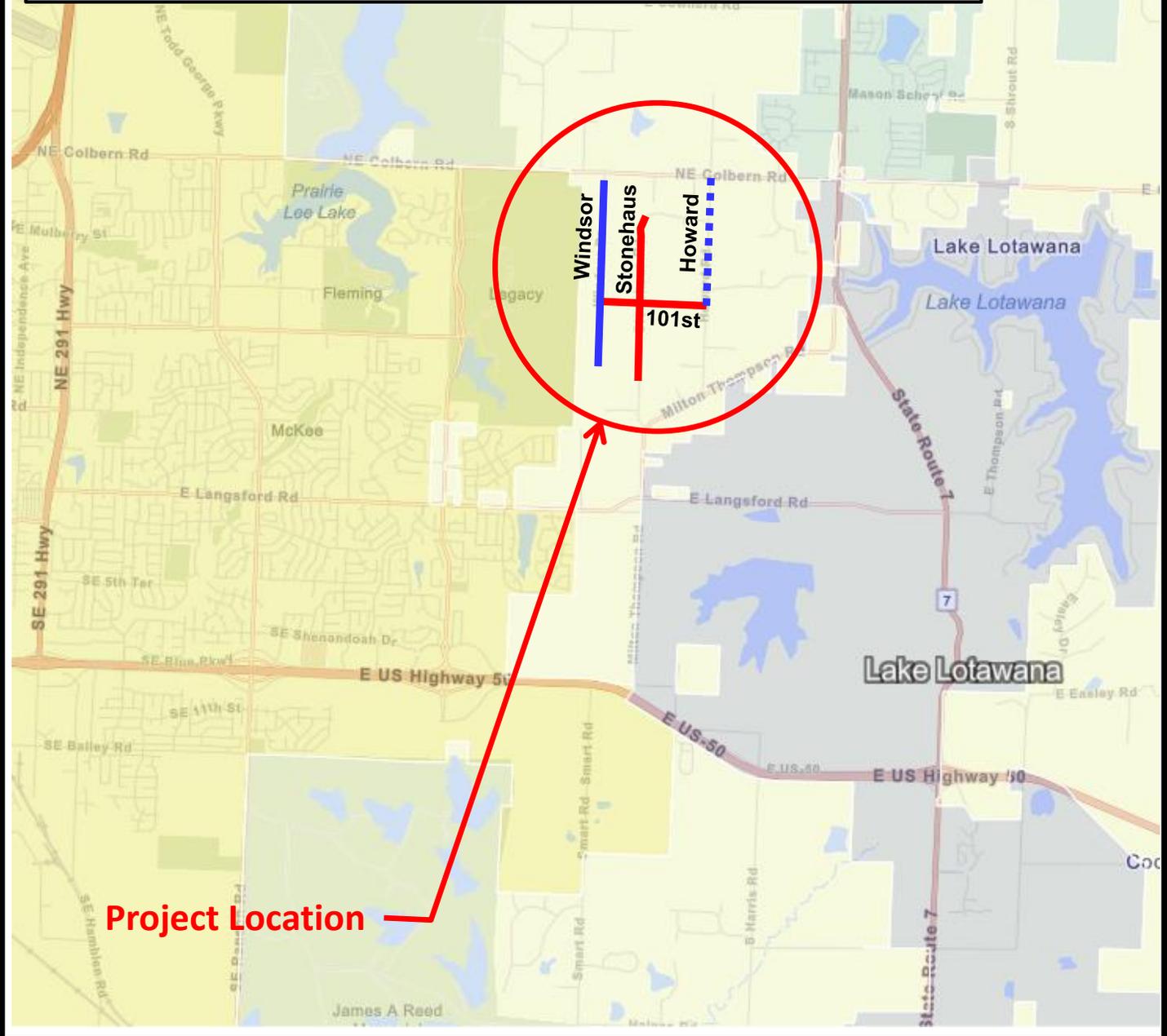
				Lowest Bidder	2nd Lowest		3rd Lowest		Engineers Estimate		Average Unit Price of Bids Received
This project is funded and Administered by Jackson County, MO.				Superior Bowen Asphalt Co., LLC Kansas City, MO		Tandem Paving Company, Inc. Blue Springs, MO		Amino Brothers Co., Inc. Kansas City, KS			
Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Received Bid Totals		\$ 1,857,387.10	\$ 2,034,004.18	\$ 2,497,169.05	
Math or Extension Error Total Amount		\$0.00	\$0.00	\$0.00	
Extension error line (s) (Item No. Above) ??					

**Notes:** 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.

**LEGEND**

-  Windsor Drive (NE Colbern Road to Cul-de-sac)  
Crack Sealing, Curb Repair, Mill and Overlay
-  101<sup>st</sup> Street (Windsor Drive to Howard Road)  
Full Depth Pavement Patching and Blanket Drains
-  Stonehaus Drive (2,650' north and 1,800' south of 101<sup>st</sup> Street)  
Full Depth Pavement Patching and Blanket Drains
-  Howard Road (NE Colbern Road to 101<sup>st</sup> Street)  
Construction Haul Route



PROJECT NUMBER:	
DRAWING NAME:	sitemap.pptx
DATE:	April 14, 2021
DESIGNED BY:	rjohnson
CHECKED BY:	
APPROVED BY:	



Windsor Drive, 101<sup>st</sup> Street, Stonehaus Drive Repairs

**PROJECT MAP**

**C1**

Appendix

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

**A RESOLUTION** authorizing the Director of Parks + Rec to execute an Amendment to the Memorandum of Understanding with the Cave Spring Association for the daily management, operation, maintenance, programming, and improvement of the William M. Klein Park, also known as the Cave Spring Park and Historic Site, at an actual cost to the County for 2021 in the amount of \$25,000.00.

**RESOLUTION NO. 20686**, May 24, 2021

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Cave Spring Association has managed operation and programming of William M. Klein Park, also known as the Cave Spring Park and Historic Site, on behalf of Jackson County since 1981, providing for daily maintenance of park facilities, and offering a variety of historical and educational programs for the public; and,

WHEREAS, by Resolution 20388, dated March 30, 2020, the Legislature did authorize a Memorandum of Understanding (MOU) further outlining and clarifying the responsibilities of the County and the Cave Spring Association and authorized funding for the Cave Spring Association in the amount of \$25,000 for the year 2020, with funding for future years subject to budgeting and annual appropriation; and,

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Amendment to the MOU with the Cave Spring Association to provide for continued funding by the County in the annual amount of \$25,000, for the Association's daily management, operation, maintenance, programming, and improvement of the Cave Spring Park and Historic Site; and,

WHEREAS, this Amendment to the MOU creates no employment relationship between Cave Spring Association and the County; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached Amendment to the MOU with the Cave Spring Association; 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 MOU and Amendment thereto.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20686 of May 24, 2021, was duly passed on \_\_\_\_\_, 2021 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 1601 56790  
ACCOUNT TITLE: Park Fund  
Director of Parks  
Other Contractual Services  
NOT TO EXCEED: \$25,000.00

Funding for 2022 is subject to appropriation in the County's 2022 annual budget.

5/20/2021  
Date

  
Chief Administrative Officer

**Addendum to the Memorandum of Understanding**  
for the  
**Maintenance, Operation, and Improvement**  
of the  
**William M. Klein Park, also known as Cave Spring Park and Historic Site, Between**  
**the Cave Spring Association and Jackson County Parks + Rec**

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day \_\_\_\_\_ of 2021, by and between JACKSON COUNTY, MISSOURI (County), through its Director of Parks + Rec, and the Cave Spring Association (Association), a Missouri not-for-profit corporation.

WITNESSETH:

WHEREAS, on April 27, 2020, the County and the Association entered into a Memorandum of Understanding (MOU) to govern the use and operation of the William M. Klein Park also known as the Cave Spring Park and Historic Site (the Property), owned by the County and operated by the Association; and,

WHEREAS, the MOU provided for County funding to the Association for the year 2020; and,

WHEREAS, the parties now wish to provide for County Funding for the two years remaining in the MOU's term; now therefore,

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. Except as specifically provided herein, the existing MOU between the parties shall remain in full force and effect pursuant to its terms.
2. Section 12 of the MOU shall be replaced by the following:

**Financial Responsibility.** Association shall be solely responsible for all costs associated with daily maintenance, operation, staffing, and programming of the Property during the term of this Memorandum and any extensions thereof.

- a. **Payments by County to Association.** The County agrees to pay Association the total amount of \$25,000 for the years 2020, 2021, and 2022 in three annual installments upon execution of this Agreement.
  - b. **Conditions for Payments.** Funding for 2022 shall be subject to annual budget and appropriation by County.
3. This Addendum, together with the original MOU, including any referenced Attachments, constitutes the entire agreement between County and Association with respect to this subject matter, and supersedes all prior agreements between County and Association.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

Cave Spring Association

I certify that I am authorized to execute this Memorandum of Understanding on behalf of Association:

Signature, President

\_\_\_\_\_  
Printed Name

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_

JACKSON COUNTY

\_\_\_\_\_  
Michele Newman, Director of Jackson County Parks + Rec

Date:\_\_\_\_\_

Approved as to form:

Attest:

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

\_\_\_\_\_  
Clerk of the Legislature

## REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized. Funding for 2022 is subject to appropriation in the County's 2022 annual budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 003-1601-56790

Res. #20686  
Sponsor: Tony Miller  
Date: May 24, 2021

## Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20686
Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/24/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A Resolution Authorizing the Director of Parks + Rec to execute an amendment to the Memorandum of Understanding with the Cave Spring Association and the Director of Finance and Purchasing to Issue a check in the Amount of \$25,000 to the Association for calendar year 2021

Request Summary
<p>In March 2020 Jackson County and the Cave Spring Association, a tax-exempt non-profit organization, entered into a Memorandum of Understanding (MOU) for the ongoing operation and programming of William M. Klein Park, also known as the Cave Spring Park and Historic Site. The Association has managed the park on behalf of Jackson County since 1981, providing for daily maintenance of park facilities, and offering a variety of historical and educational programs for the public. The adopted MOU authorized funding for the Cave Spring Association in the amount of \$25,000, subject to budgeting and annual appropriation.</p> <p>The requested authorization would amend the MOU to authorize payments to the Association in annual amounts of \$25,000 for fiscal years 2021, and 2022, subject to budget approval and Association compliance with all terms, conditions, and reporting required within the original MOU adopted in 2020. The Association's annual report and tax exempt non-profit documentation is attached. This action is being requested pursuant to Section 1030.7 of the Jackson County Code.</p>

Contact Information			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	5/5/2021
<b>Name:</b>	Brian P. Nowotny	<b>Email:</b>	BPNowotny@jacksongov.org
<b>Title:</b>	Deputy Director Park Operations	<b>Phone:</b>	816-503-4803

Budget Information	
Amount authorized by this legislation this fiscal year:	\$25,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$25,000
Is it transferring fund?	No
<b>Single Source Funding:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1601 (Director of Parks)	56790 (Other Contractual Services)	\$25,000

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20388	March 30, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Purchase from a Non-Profit
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	No

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

## Request for Legislative Action

### History

Brian P. Nowotny at 5/5/2021 10:56:05 AM - [Submitted | ]  
Department Director: Michele Newman at 5/5/2021 3:21:04 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/5/2021 3:36:07 PM - [ Returned for more information |  
This sounds like we are paying for a service in the amount of \$25,000 - why was Chapter 10 not followed? ]  
Submitter: Brian P. Nowotny at 5/6/2021 4:20:06 PM - [ Submitted | This action is being requested consistent with section 1030.7 of the Jackson County Code of Ordinances. ]  
Department Director: Michele Newman at 5/6/2021 6:35:02 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/10/2021 8:35:59 AM - [ Returned for more information |  
In the Request Summary you need to state "Pursuant to Section 1030.7 of the Jackson County Code" ]  
Submitter: Brian P. Nowotny at 5/10/2021 1:12:27 PM - [ Submitted | Confirming language "Pursuant to Section 1030.7 of the Jackson County Code" is included. ]  
Department Director: Michele Newman at 5/10/2021 2:29:23 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/10/2021 3:03:07 PM - [ Approved | ]  
Audit: Katie M. Bartle at 5/10/2021 3:50:04 PM - [ Approved | eRLA #64 ]  
Finance (Budget): Mark Lang at 5/11/2021 3:09:37 PM - [ Approved | Fiscal note has been attached. ]  
Executive: Troy Schulte at 5/11/2021 3:37:40 PM - [ Approved | ]  
Legal: Elizabeth Freeland at 5/20/2021 9:48:49 AM - [ Approved | ]



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

**A RESOLUTION** transferring \$222,028.00 within the 2021 Assessment Fund to cover additional needs and costs associated with the of Board of Equalization and the 2021 reassessment process.

**RESOLUTION NO. 20687**, May 24, 2021

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, due to the upcoming biennial property reassessment process, a transfer is necessary to provide supplemental funding for use by the Assessment Department and the Board of Equalization; and,

WHEREAS, the supplemental funding made available by this transfer will allow for the modification of office space at the Downtown Courthouse and the purchase of supplies associated with hiring permanent clerical staff and hearing officers, and pay for needed overtime; and,

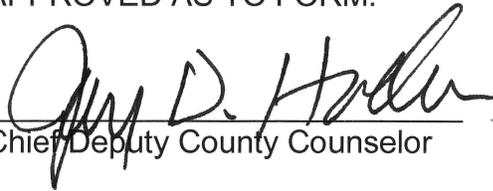
WHEREAS, a transfer is necessary to place the required funds in the proper spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2021 Assessment Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Assessment Fund			
Assessment System			
045-1903	56661- Software Purchases	\$122,028	
Board of Equalization			
045-5007	56790- Other Contractual Services	100,000	
045-5007	55010- Regular Salaries		40,000
045-5007	55020- Seasonal Salaries		20,250
045-5007	55030- Overtime Salaries		7,233
045-5007	56110- Postage		1,300
045-5007	56041- BOE Hearing Officers		150,000
045-5007	57010- Office Supplies		700
045-5007	57041- Paper Supplies - Copy Paper		345
045-5007	56738- Moving Services		2,200

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20687 of May 24, 2021, as duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 045 1903 56661

ACCOUNT TITLE: Assessment Fund  
Assessment System  
Software Purchases

NOT TO EXCEED: \$122,028.00

ACCOUNT NUMBER: 045 5007 56790

ACCOUNT TITLE: Assessment Fund  
Board of Equalization  
Other Contractual Services

NOT TO EXCEED: \$100,000.00

5/20/2021

Date

  
Chief Administrative Officer

# Request for Legislative Action

Res. #20687

Sponsor: Charlie Franklin

Date: May 24, 2021

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20687
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	5/24/2021

## Introduction

**Action Items:** ['Transfer']

**Project/Title:**

Transferring available funds in the Assessment Fund to supplement the resources available to the Board of Equalization for the 2021 Reassessment Process to ensure that appeals are considered on a timely basis.

## Request Summary

This resolution transfers \$222,028 of previously appropriated funds within the Assessment Fund to the Board of Equalization to supplement budgeted funds to ensure that the BOE has adequate resources to timely address all residential and commercial appeals that are expected as a result of the upcoming 2021 Biennial Property Reassment Process. This supplemental funding will support additional permanent clerical staff, overtime, additonal hearing officers and associated supplies as well as adjusting existing space at the Downtown Courthouse for additional space needs of the Board of Equalization

## Contact Information

<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	5/10/2021
<b>Name:</b>	Troy Schulte	<b>Email:</b>	TSchulte@jacksongov.org
<b>Title:</b>	County Administrator	<b>Phone:</b>	816-881-1079

## Budget Information

Amount authorized by this legislation this fiscal year:	\$222,028		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$222,028		
Is it transferring fund?	Yes		
<b>Transferring Fund From:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
045 (Assessment Fund)	1903 (Assessment System)	56661 (Software Purchases)	\$122,028
045 (Assessment Fund)	5007 (Board of Equalization)	56790 (Other Contractual Services)	\$100,000

## Request for Legislative Action

<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
045 (Assessment Fund)	5007 (Board of Equalization)	55010 (Regular Salaries)	\$40,000
045 (Assessment Fund)	5007 (Board of Equalization)	55020 (Seasonal Salaries)	\$20,250
045 (Assessment Fund)	5007 (Board of Equalization)	55030 (Overtime Salaries)	\$7,233
045 (Assessment Fund)	5007 (Board of Equalization)	56110 (Postage)	\$1,300
045 (Assessment Fund)	5007 (Board of Equalization)	56041 (BOE Hearing Officers)	\$150,000
045 (Assessment Fund)	5007 (Board of Equalization)	57010 (Office Supplies)	\$ 700
045 (Assessment Fund)	5007 (Board of Equalization)	57041 (Paper Supplies - Copy Paper)	\$ 345
045 (Assessment Fund)	5007 (Board of Equalization)	56738 (Moving Services)	\$2,200

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

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

<b>Compliance</b>
<b>Certificate of Compliance</b>
Not Applicable
<b>Minority, Women and Veteran Owned Business Program</b>
Goals Not Applicable for following reason: Transferring money

## Request for Legislative Action

	MBE:	.00%
	WBE:	.00%
	VBE:	.00%
<b>Prevailing Wage</b>		
Not Applicable		

<b>Fiscal Information</b>
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>

<b>History</b>
<p>Troy Schulte at 5/10/2021 12:19:09 PM - [Submitted   ]</p> <p>Department Director: Troy Schulte at 5/10/2021 12:29:43 PM - [ Approved   ]</p> <p>Finance (Purchasing): Barbara J. Casamento at 5/10/2021 1:13:52 PM - [ Not applicable   ]</p> <p>Audit: Katie M. Bartle at 5/10/2021 2:15:17 PM - [ Approved   eRLA #71 ]</p> <p>Finance (Budget): Mark Lang at 5/11/2021 4:05:31 PM - [ Returned for more information   56010 - Postage is listed twice and seems to be duplicate. Also for BOE Hearing Officers, I have created an object code for this activity (56041- BOE Hearing Officers). ]</p> <p>Submitter: Troy Schulte at 5/11/2021 9:05:01 PM - [ Submitted   Will need budget to complete fiscal note for this. ]</p> <p>Department Director: Troy Schulte at 5/11/2021 9:12:12 PM - [ Approved   ]</p> <p>Finance (Purchasing): Barbara J. Casamento at 5/12/2021 10:42:47 AM - [ Approved   ]</p> <p>Audit: Katie M. Bartle at 5/12/2021 10:55:03 AM - [ Approved   ]</p> <p>Finance (Budget): Mark Lang at 5/17/2021 2:41:31 PM - [ Approved   Fiscal note has been attached. ]</p> <p>Executive: Sylvya Stevenson at 5/17/2021 3:01:42 PM - [ Approved   ]</p> <p>Legal: Elizabeth Freeland at 5/20/2021 9:29:11 AM - [ Approved   ]</p>



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

**A RESOLUTION** authorizing the County Counselor to execute a Legal Services Agreement with Colette Holt & Associates of San Antonio, TX, for research and review of the County's ordinances governing minority and women-owned business enterprise participation in County contracts and purchasing policies, at a cost to the County not to exceed \$50,000.00.

**RESOLUTION NO. 20688**, May 24, 2021

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, it is appropriate that a nationally-recognized expert be retained to review the County's minority and women-owned business enterprise (MBE/WBE) contracting and purchasing ordinances and review County MBE/WBE solicitation practices, and assist with the development of a customer survey regarding purchasing practices, and;

WHEREAS, Colette Holt & Associates of San Antonio, TX, is a firm nationally-recognized as expert in this area of law and is determined to be an appropriate legal advisor to the County for these services, at a cost to the County not to exceed \$50,000.00; and,

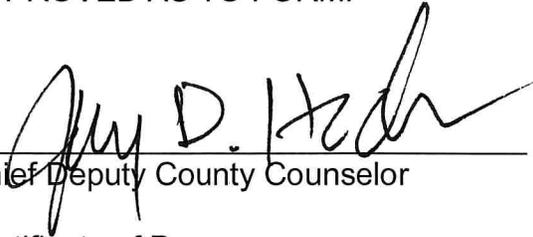
WHEREAS, Ms. Holt drafted the County's current MBE/WBE contracting ordinance in 2017 and conducted the City of Kansas City's recent contracting diversity study, which the County relied upon in the adoption of its ordinance; now therefore,

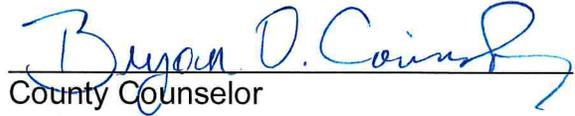
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute the attached Legal Services Agreement with Colette Holt and Associates of San Antonio, TX, at a cost to the County not to exceed \$50,000.00; and,

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20688 of May 24, 2021, was duly passed on \_\_\_\_\_, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 001 1101 56020

ACCOUNT TITLE: General Fund  
County Counselor  
Legal Services

NOT TO EXCEED: \$50,000.00

  
\_\_\_\_\_  
Date

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

## LEGAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_ day of \_\_\_\_\_, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **COLETTE HOLT & ASSOCIATES**, 16 Carriage Hills, San Antonio, Texas, 78257, hereinafter called "Legal Counsel."

### WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice to the County related to the review of the County's Minority- and Woman-owned Business Enterprise Program ordinance and related matters, as is more specifically set out in the scope of work dated February 14, 2021, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder

as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel, for services rendered under this Agreement at the rate of \$425.00 per hour in a total amount not to exceed \$50,000.00. Legal Counsel shall bill County monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$50,000.00.

5. This Agreement shall be effective May 15, 2021, and continue until December 31, 2021, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of

six (6) months thereafter, Legal Counsel shall not do either of the following :

(a) assign any portion or the whole of this contract without the prior written consent of the County;

(b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach; and,

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

(a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,

(b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,

(c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach

including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration :

8. Pursuant to §285.530.1, RSMo, Legal Counsel 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/or Jackson County, 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, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

COLETIE HOLT & ASSOCIATES

JACKSON COUNTY, MISSOURI

By   
COLETIE HOLT

By \_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

Federal Tax ID: 81-4063918

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$50,000.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No.001-5101-56020

# Exhibit A



Jackson County, Missouri  
Appendix A  
14 February 2021

Colette Holt & Associates will provide the following services at a rate of \$425.00 per hour, plus any out-of-pocket expenses.

## **Scope of Work**

### Consulting Services for the Minority-and Women Business Enterprise Program

- 1) Review the existing Program, policies and outcomes, including program eligibility, goal setting, contract compliance and monitoring, contract data collection, and race- and gender-neutral initiatives. Benchmark current activities and outcomes against federal constitutional requirements and national best practices for contracting diversity programs.
- 2) Participate in virtual meetings with County staff and officials, as directed.
- 3) Make policy and program recommendations to the County.
- 4) Participate in public meetings, seminars or other events, as directed.

**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Colette Holt & Associates**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Colette Holt & Associates**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Colette Holt  
Authorized Representative's Signature

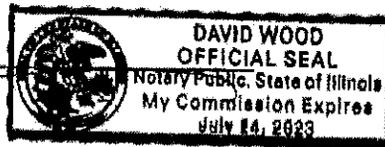
Colette Holt  
Printed Name

OWNER  
Title

2/14/21  
Date

Subscribed and sworn before me this 14th day of FEB, 2021. I am commissioned as a notary public within the County of COOK, State of IL, and my commission expires on 7/24/23.

[Signature]  
Signature of Notary



2/14/21  
Date

## Request for Legislative Action

Res. #20688  
 Sponsor: Ronald E. Finley  
 Date: May 24, 2021

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20688
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	5/24/2021

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Authorizing \$50,000 within the General Fund of the County Counselor's Office for the County Counselor to execute a Legal Services Agreement with Colette Holt & Associates of 16 Carriage Hills, San Antonio, Texas, 75257, at an actual cost to the County not to exceed \$50,000 for services to be performed through December 31, 2021.

<b>Request Summary</b>
This resolution authorizes the execution of Legal Services Agreement with the law firm of Colette Holt & Associates, of San Antonio, Texas, 75257, to provide specialized legal services related to policies, procedures, and practices of the County's Minority and Women – Owned Business Enterprise Program Ordinance and review of relevant provisions of the County's Code of Ordinances and, matters related to contracts and bidding policies, practices; procedures and outcomes, at an actual cost to the County not to exceed \$50,000 for services to be performed through December 31, 2021.

<b>Contact Information</b>			
<b>Department:</b>	County Executive Office	<b>Submitted Date:</b>	5/17/2021
<b>Name:</b>	Sylvya Stevenson	<b>Email:</b>	sstevenson@jacksongov.org
<b>Title:</b>	Chief Administrative Officer	<b>Phone:</b>	816-881-3064

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:	\$50,000		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$50,000		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1101 (County Counselor)	56020 (Legal Services)	\$50,000

## Request for Legislative Action


<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

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

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Not Reviewed - Not Bid - Negotiated	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>	

## Request for Legislative Action

### History

Sylvya Stevenson at 5/17/2021 4:05:51 PM - [Submitted | This eRLA has the support of Legislator, Ronald Finley.]

Department Director: Troy Schulte at 5/17/2021 4:38:52 PM - [ Returned for more information | We need the top of the budget information tab (above transfer section) completed showing \$50,000 in top line. Everything else should calculate ]

Submitter: Sylvya Stevenson at 5/18/2021 12:19:24 PM - [ Submitted | ]

Department Director: Troy Schulte at 5/18/2021 12:37:16 PM - [ Approved | Will need a fiscal note prepared by budget for this. ]

Finance (Purchasing): Barbara J. Casamento at 5/19/2021 9:45:37 AM - [ Returned for more information | Can we take the decimals on the funds out of the Project and Summary fields for consistency ]

Submitter: Sylvya Stevenson at 5/19/2021 11:14:09 AM - [ Submitted | Updates have been made to the decimals in the requested areas. ]

Department Director: Troy Schulte at 5/19/2021 11:51:43 AM - [ Approved | ]

Finance (Purchasing): Barbara J. Casamento at 5/19/2021 11:58:33 AM - [ Approved | ]

Audit: Katie M. Bartle at 5/19/2021 1:21:51 PM - [ Approved | eRLA 90 ]

Finance (Budget): Mark Lang at 5/19/2021 2:05:36 PM - [ Approved | Fiscal note has been attached. ]

Executive: Troy Schulte at 5/19/2021 4:21:07 PM - [ Approved | ]

Legal: Elizabeth Freeland at 5/20/2021 12:07:23 PM - [ Approved | ] - CORRECTED

