

Jackson County Health Department Aug. 10-17, 2022

COVID-19	JACOHD	Totals by Week:	
Data	• Total Cases – 76,012		
More in depth data can be	• Total Deaths – 811	Deaths – 4	
found on the <u>JACOHD</u> dashboard.		**Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.	
Current	Addington Place of Lee's Sum	nmit – 23 John Knox Village Care Center – 48	
Outbreaks	Benton House of Blue Springs	· · · · · · · · · · · · · · · · · · ·	
Outbreaks	Hidden Lake Care Center – 24		
	Ignite Medical Resort St. Mar	•	
	Jackson County Detention Ce	enter – 28 Silverado Lee's Summit Memory Care – 6	
		**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/	JACOHD		
Jackson	 Total doses administered – 89,667 		
County	Jackson County	Jackson County	
Vaccine Data		ty residents have initiated vaccination; 58.6% have	
Jackson County vaccine data	completed vaccinatio	on nty Population: 703,011	
can be found <u>here</u> .		received at least one dose; 411,662 people are fully	
	vaccinated	received defease one dose, 122,002 people are fairy	
		ts data dashboard and removed COVID-19 vaccine data. The COVID-19 vaccine data ich encompasses all of Jackson County, including Kansas City and Independence.	
JACOHD/UH	Thursday, Aug. 18, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence	
Sponsored	Friday, Aug. 19, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence	
•	Monday, Aug. 22, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence	
Testing	Tuesday, Aug. 23, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence	
	Symptomatic Testing:	Call 816-404-2273	
JACOHD	Thursday, Aug. 18, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence	
Vaccine	Friday, Aug. 19, 2022 Monday, Aug. 22, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence 9 a.m. – 6 p.m. – 313 S Liberty St, Independence	
Clinics	Tuesday, Aug. 23, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence	
Cillics	1 acsaay, 7 tag. 23, 2022		
	The supply rate mosts the de	Residents can visit <u>jacohd.org/events</u> to find clinic registration and walk-in hours.	
PPE Supply	The supply rate meets the demand rate.		
JCDC Testing	JACOHD is continually working with JCDC on reporting and investigation.		
Regional	Health Care Coalition Steering Committee Meeting, Public Health Risk Communication		
Coordination	Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-		
Meetings	19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination		
.	Resource Section Support Me	eeting, Community Organizations Active in Disaster Meeting	

Posted: 8/16/2022 9:57 AM



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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

201 West Lexington, 2nd Floor Independence, MO 64050

August 19 – August 25, 2022

8-19-2022 Friday

NO MEETINGS –

8-22-2022 Monday

NO ANTI-CRIME, FINANCE & AUDIT, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, JUSTICE & LAW ENFORCEMENT, PUBLIC WORKS, RULES OR 911 OVERSIGHT COMMITTEE

9:05 A.M.

Budget Committee Meeting – Jackson County Courthouse, 415 East 12th Street, 2nd Floor, Kansas City Legislative Assembly Area

The Budget Committee will have a public hearing regarding Ordinance #5649.

9:15 A.M.

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

The Land Use Committee will have a public hearing regarding Ordinances #5640 through #5648.

10:00 A.M.

LEGISLATIVE MEETING -

Jackson County Courthouse, 415 East 12th Street, 2nd Floor, Kansas City Legislative Assembly Area

8-23-2022 Tuesday

NO MEETINGS –

8-24-2022 Wednesday

11:30 A.M. Land Trust of Jackson County –

Teleconference Dial-in No. 1-605-313-6003

Access Code: 821980

8-25-2022 Thursday

NO MEETINGS -

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

Ord. #5646
CU2022-239
Additional backup documentation
Letter from Carol and Mike Carlson

Dear Mr. Miller,

Since I will be unable to attend the hearing on the above referenced matter scheduled for August 22, we would like to put before you our objections to the Conditional Use Permit Mr. and Mrs. Predmore has applied for. We reside two properties to the north of the proposed event facility.

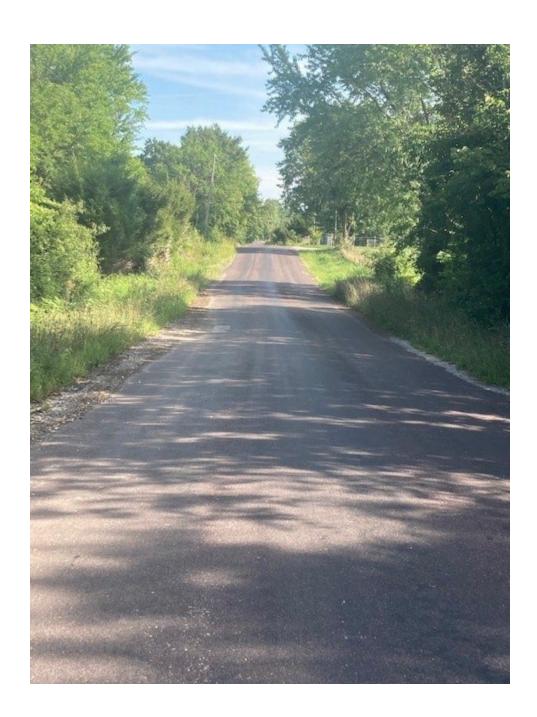
The area is currently zoned agricultural and such a facility would change the nature of our "neighborhood". We moved here in 2014 because we fell in love with the peaceful characteristics this area has to offer. We do have horses and enjoy the farm life away from the city. Our property also hosts deer, turkey, fox, a variety of owls and an occasional bald eagle. We understand their permit application requests up to 350 persons attending and up to 80 events per year. We are concerned about increased traffic to our road and the potential risk of accidents. Access to their property from all sides are blacktop roads with no lighting, center stripes or shoulders. I have attached photos I took of the road in front of their property in both directions as well as a side road from the West that connects almost directly in front of their residential drive.

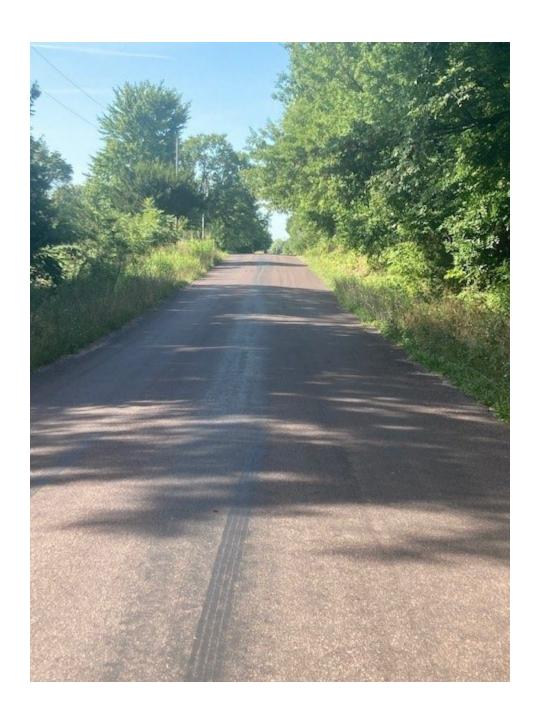
The wedding events would certainly include the obligatory band that will play at receptions into the times of the nights that local residents go to bed. We feel there will be safety issues with that size crowd not only because of traffic but guests wandering off to "pet the horses". We also fear there will be a loss or privacy and of course, a decreased value to our property.

We urge you to deny this application for these reasons.

Carol and Mike Carlson 9119 S Hardsaw Road Lone Jack, MO 64070 816-769-5771







IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$21,000.00 from the undesignated fund balance of the 2022 General Fund to be used toward the cost of wellness expenses and the continuation of the Associate Wellness Reimbursement Program.

ORDINANCE NO. 5652, August 22, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, under the County's Wellness Reimbursement Program, County associates are entitled to the reimbursement of wellness-related expenses in an annual amount not to exceed \$175.00 per person; and,

WHEREAS, this program and other wellness programs will continue to provide County associates assistance in the pursuit of wellness activities that meet their individual needs; and,

WHEREAS, funds are available to partially fund these programs from surcharges assessed on County associates who have not participated in the County's biometric screenings, which funds must be appropriated; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2022 General Fund be and hereby is made:

<u>O</u>

21,000

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

Jun D. Hz	Byen O. bush
Objet Deputy County Cou	nselor County Counselor
l hereby certify that the atta 2022, was duly passed or County Legislature. The vo	ached ordinance, Ordinance No. 5652 introduced on August 22 n, 2022 by the Jackson otes thereon were as follows:
Yeas	Nays
Abstaining _	Absent
This Ordinance is hereby t	transmitted to the County Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
hereby approve the attac	hed Ordinance No. 5652.
Date	Frank White Jr, County Executive
Funds sufficient for this ap	propriation are available from the sources indicated below.
ACCOUNT NUMBER: ACCOUNT TITLE:	001 9999 32810 General Fund
NOT TO EXCEED:	Undesignated Fund Balance \$21,000.00

-2-

Ord. #5652

Sponsor: Theresa Cass Galvin

Date: August 22, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5652
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/22/2022

Introduction
Action Items: ['Appropriate']
Project/Title:
Ordinance requesting an appropriation of \$21,000 to fully fund the 2022 Wellness Reimbursement
Program.

Request Summary

This request is to appropriate \$21,000 from the assigned portion General fund balance for Wellness Education. This appropriation will help the continuation of the Wellness Reimbursement Program. A total of \$196,621 is assigned in the fund balance of the General Fund for these purposes. The wellness reimbursement program has been established as a popular and important way for associates to take advantage of wellness opportunities that they may not typically be able to fund. Offering this wellness reimbursement program will continue to allow associates to pursue wellness activities that meet their current individual needs and supports a well-rounded healthy lifestyle both at work and at home. As we have done in the past, associates will be given a list of eligible expenses, that they will be able to claim for reimbursement. The reimbursements are considered a benefit-in-kind and will be taxable income. In 2021, there were 262 associates that took advantage of the wellness reimbursement program, for a total of \$45,150 in reimbursements. Our request is to continue with the established \$175 maximum for 2022, and plan for a potential increase in participation of 20%, putting our total projected cost for the 2022 Wellness Reimbursement at \$55,000. The first \$34,000 was already budgeted during the Adopted Budget; therefore, the appropriation request is for the balance of \$21,000. The \$34,000 is a reimbursable expense we will receive from Blue Cross and Blue Shield for 2022. Attached is a draft communication of the 2022 Wellness Reimbursement Program.

Contact Information			
Department:	Human Resources	Submitted Date:	8/9/2022
Name:	Michelle K. Chrisman	Email:	MChrisman@jacksongov.org
Title:	Director of Human Resources	Phone:	816-881-1204

Budget Information	
Amount authorized by this legislation this fiscal year:	\$21,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$21,000

Is it transferring fund?		Yes	
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	9999 (*)	32810 (Undesignated	\$21,000
		Fund Balance)	
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1196 (Wellness	56711 (Wellness	\$21,000
	Incentive)	Incentive)	

Prior Legislation		
Prior Ordinances		
Ordinance:	Ordinance date:	
5321	March 30, 2020	
Prior Resolution		
Resolution:	Resolution date:	
5207	March 4, 2019	

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
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	Not Applicable		
Minority, Women and Ve	Minority, Women and Veteran Owned Business Program		
Goals Not Applicable for following reason: Not spending money			
MBE:	.00%		
WBE:	.00%		
VBE:	.00%		
Prevailing Wage			
Not Applicable			

Fiscal	Inform	nati∩n

•	Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

August 17, 2022 eRLA #610 Page **3** of **4**

History

Submitted by Human Resources requestor: Michelle K. Chrisman on 8/9/2022. Comments:

Approved by Department Approver Gina M. Campbell on 8/9/2022 11:53:57 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/9/2022 12:35:08 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/9/2022 1:08:25 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 8/9/2022 2:38:07 PM. Comments: The "Request Summary" references \$202,832, which was in the 2020 CAFR. Now that the 2021 CAFR has been distributed, please change this number to \$196,621.

Submitted by Requestor Michelle K. Chrisman on 8/9/2022 3:13:40 PM. Comments: Changed CAFR amount to \$196,621.

Approved by Department Approver Gina M. Campbell on 8/9/2022 4:23:21 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/10/2022 9:09:23 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/10/2022 1:55:12 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/11/2022 2:13:26 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 8/11/2022 2:26:35 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 3:34:04 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	August 9, 2022				Ord # eRLA ID #:	565	610
Org Co	ode/Description	Object	Code/Description	From	1	То	
001	General Fund						
9999	<u>-</u>	32810	Undesignated Fund Balance	\$	21,000	\$	
1196	Wellness Incentive	56711	Wellness Incentive				21,000
	-						
	-						
	-						
ΛDDE	ROVED			\$	21,000	\$	21,000

Budget Office

By Mark Lang at 2:12 pm, Aug 11, 2022

DRAFT – PENDING LEGISLATIONREQUESTS CANNOT BE SUBMITTED AT THIS TIME



2022 Wellness Reimbursement Program



It's up to you to make personal choices that fuel your well-being! Jackson County Living Smarter will reimburse each full-time associate up to \$175 for the year, towards eligible wellness expenses that fit their unique wellness needs and interests.

Program Eligibility

Full-time associates may incur and submit expenditures for reimbursement the first day of the month following their hire date. Associate must still be employed at the time reimbursement is to be paid.

Program Requirement

The maximum reimbursement is \$175 total for the year, paid as a reimbursement via payroll check, with applicable taxes withheld. The item or activity must be an eligible product or service that is purchased and used 1/1/2022 to 11/28/22, by an eligible Jackson County associate. Misuse or fraudulent use of the program may result in disciplinary action. Expenses must occur and be submitted by Monday, Nov. 28, 2022; any unused amount will be forfeited.

The Reimbursement Process

• Submit the electronic wellness reimbursement form along with scanned receipt of payment(s). Or print out the paper form, attach receipts, and send interoffice or mail to: Jackson County Courthouse, Attn: Jill Miller, Human Resources, Suite 104, Kansas City, MO 64106. Receipts should be batched together for a *minimum of \$75 per request*, with any sales tax or service fees excluded from the total. Shipping fees can be included as part of the total if they were paid to obtain a reimbursable item. Receipts totaling more than the maximum allowed will be reimbursed at \$175. The details of the product or service must be clearly stated on receipt, along with the amount, and payment date. Associate's name must be clearly stated on membership, class, or event fees, for the claim to be approved. Receipts from an auto-pay membership can be obtained from your member portal or the facility; avoid sending bank or credit card statements as proof of payment. All submissions are subject to wellness team approval based on eligibility, eligible expense, receipts submitted, and reimbursement program balance. Requests will be accepted through November 28, 2022.

Placeholder for 2022 Electronic Form
Placeholder for Reimbursement Request Paper Form

Eligible Expenses

- Membership or Initiation Fees: Health Club, Fitness Center, Community Center, or Studio
- Session, Class, or Program Fees: Personal Training, Fitness, Weight Mgmt, Stress Mgmt
- Athletic Event Registration Fees: 5K, Marathon, Duathlon, Triathlon, Obstacle Course, etc.
- Smoking Cessation program not covered by insurance
- Home Exercise Equipment: strength or cardio equipment & accessories, mat, DVD, wearable fitness device etc.

Note: Virtual memberships, classes, events, and meetings, that can be verified, will be accepted.

Non-Eligible Expenses

Gifts, apparel, shoes, food, travel, supplements, cell phone accessories, camping or recreational activities or equipment, spa services (massage, facial, pedicure, etc.), items fully or partially covered by insurance, secondhand items from private seller, other items as determined by the wellness team.

All information is also available on Sharepoint.

Need ideas how to spend your free money? Send me an email with your goals and interests!

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$160,000.00 within and appropriating \$493,081.00 from the undesignated fund balance of the 2022 Anti-Crime Sales Tax Fund, in acceptance of the 2022 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

ORDINANCE NO. 5653, August 22, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant (JAG) Grant in the amount of \$333,081.00, for the period July 1, 2022, through June 30, 2023; and,

WHEREAS, the JAG program is administered by the Missouri Department of Public Safety; and,

WHEREAS, the grant proceeds will provide partial funding for the salaries of five detectives and partial funding for the lease of three vehicles; and,

WHEREAS, the JAG grant is subject to a local match in the amount of \$160,000.00; and,

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

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

following transfer within and appropriation from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund be and hereby are made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Anti-Crime Sales Tax Fund			
JC Drug Task Force 0008-4151	56798- Grant Match	\$160,000	
Multi-Jurs DTF 008-4197	45961- Increase Revenue	\$333,081	
008-9999	32810- Undesignated Fund Balance		\$493,081
008-32810	32810-		
Multi-Jurs DTF	Undesignated Fund Balance	\$493,081	
008-4197	56790- Other Contractual Services		\$459,666
0084197	56630-		. ,
	Rent - Auto Equipment		\$ 33,415

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2022 JAG grant.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive. APPROVED AS TO FORM: I hereby certify that the attached ordinance, Ordinance No. 5653 introduced on August 22, 2022, was duly passed on , 2020 by the Jackson County Legislature. The votes thereon were as follows: Yeas _____ Nays Abstaining Absent This Ordinance is hereby transmitted to the County Executive for his signature. Mary Jo Spino, Clerk of Legislature Date

I hereby approve the attached Ordinance No. 5653.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:

008 4151 56798

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund

JC Drug Task Force

Grant Match

NOT TO EXCEED:

\$160,000.00

ACCOUNT NUMBER:

008 9999 32810

ACCOUNT TITLE:

Anti-Crime Sales Tax Fund Undesignated Fund Balance

NOT TO EXCEED:

\$493,081.00

Date^{*}

Chief Administrative Officer

Ord. #5653

Sponsor: Tony Miller Date: August 22, 2022

Completed by County Counselor's Office				
Action Requested:	Ordinance	Res.Ord No.:	5653	
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/22/2022	

Introduction
Action Items: ['Authorize', 'Appropriate', 'Transfer']
Project/Title:
Requesting a transfer and appropriation for the Multi-Jurisdiction Drug Task Force 22-23 JAG Grant

Request Summary

The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$333,081.00 for the periord of July 1, 2022 through June 30, 2023.

The request includes a match in the amount of \$160,000.00 from the Jackson County Drug Task Force 2022 budget. (Ordinance 5570, Floor Amendment, December 31, 2021)

The total project cost for this grant is \$493,081.00.

This funding will provide partial funding of salary and benefits for five (5) detectives and partial funding for three (3) vehicles.

Please appropriate \$493,081.00 into the following accounts 008-4197-56070 Intergovernmental Agreements \$461,122.00 008-4197-56630 Rent- Auto \$31,959.00

Contact Information			
Department:	Jackson County Drug Task Force	Submitted Date:	8/9/2022
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information	
Amount authorized by this legislation this fiscal year:	\$493,081
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$493,081
Is it transferring fund?	Yes
Transferring Fund From:	

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales	4197 (Multi-Juris DTF)	32810 (Undesignated	\$333,081
Tax Fund)		Fund Balance)	
008 (Anti-Crime Sales	4151 (Jackson County	56798 (Grant Match)	\$160,000
Tax Fund)	Drug Task Force)		
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
Fund: 008 (Anti-Crime Sales	Department: 4197 (Multi-Juris DTF)	Line Item Account: 56070	Amount: \$461,122
	•		
008 (Anti-Crime Sales	•	56070	
008 (Anti-Crime Sales	•	56070 (Intergovernmental	

Prior Legislation		
Prior Ordinances		
Ordinance:	Ordinance date:	
5538	August 30, 2021	
Prior Resolution		
Resolution:	Resolution date:	

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
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 Vet	teran Owned Business Program
Goals Not Applicable for fo	ollowing reason: Not spending money
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	

Not Applicable	

Fiscal Information

• Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Submitted by Jackson County Drug Task Force requestor: Cari Beeman on 8/9/2022. Comments: Once the Ordinance has passed the attachments Federal and State need to be signed by Jean Peters-Baker and her initials in the bottom right-hand corner of each paper. Then I will need the originals to send to Jefferson City. If someone will let me know so I can come downtown to pick them up. Thanks Cari

Approved by Department Approver Dan Cummings on 8/10/2022 8:55:26 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/10/2022 9:08:33 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/10/2022 1:58:08 PM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 8/11/2022 8:14:34 AM. Comments: Please add fund number in the transfer section. Fiscal Note Attached

Submitted by Requestor Cari Beeman on 8/11/2022 8:26:14 AM. Comments:

Approved by Department Approver Dan Cummings on 8/11/2022 9:16:21 AM. Comments: Fund number added in transfer section as requested.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/11/2022 9:41:19 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/11/2022 2:26:57 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/11/2022 2:42:43 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/12/2022 1:10:56 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 4:16:56 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	August 11, 2022		ORD# eRLA#	56	609
	Department / Division	Character/Description	From	То	
Anti-Cr	rime Sales Tax Fund - 008				
4151	Jackson County Drug Task Force	56798 - Grant Match	160,000		
<u>4197 - I</u>	Multi-Juris DTF	45967 - Increase Revenue	333,081		
9999-N	on Specific Department	32810 - Undesignated Fund Balance			493,081
9999-N	on Specific Department	32810 - Undesignated Fund Balance	493,081		
<u>4197 - I</u>	Multi-Juris DTF	56070 - Intergovernmental Agreements			461,122
<u>4197 - I</u>	Multi-Juris DTF	56630 - Rent - Auto			31,959
		·			
·					
·					
APPRO By Sarah M	Matthes at 8:13 am, Aug 11, 2022		\$ 986,162	\$	986,162

Budgeting

MICHAEL L. PARSON

Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI

DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

July 8, 2022

Chief Robert Muenz Jackson County, Drug Task Force 415 E. 12th Street Kansas City, MO 64015

Re: 2022 Edward Byrne Memorial Justice Grant (JAG) Drug Task Force (DTF) Grant

Award Number - 15BJA-21-GG-00249-MUMU-07-S, F

Award Amount: \$333,081.00

Dear Chief Muenz:

Thank you for applying for the 2022 Edward Byrne Memorial Justice Grant (JAG) Drug Task Force (DTF) Grant. Your application has been approved for funding in the amount of \$333,081..00. Enclosed are two (2) *Subawards* for Federal and State funds (together equaling your agency's total award amount). If the Project Director or the Authorized Official have changed please contact Amelia Jaegers for an updated award, her contact information is listed below.

The following documents must be mailed to the Address at the top of this letter by Friday July 22, 2022:

Subawards, signed by the Authorized Official including the Articles of Agreement, initialed in the lower right-hand corner of each page by the Authorized Official

The Missouri Department of Public Safety retains the original, signed copy of the subaward documents for its files. A scanned copy of the signed subaward documents will be provided for your records via the "Subaward Documents – Final" component in WebGrants. If your agency requires an original copy, please return an extra original copy of the signed documents, and they will be forwarded back to your agency via mail.

If you have questions pertaining to the 2022 JAG DTF program, please contact: Amelia Jaegers at (573) 522-4094 or Amelia.Jaegers@dps.mo.gov.

Sincerely,
Wechelle Branson

Michelle Branson

Grants Supervisor, Criminal Justice/Law Enforcement Unit

Missouri Department of Public Safety

(573) 526-9014

Michelle.Branson@dps.mo.gov



Missouri Department of Public Safety Criminal Justice/Law Enforcement Unit

SUBAWARD AGREEMENT

	P.O. Box 749, Jefferson City, MO 65101 Telephone: 573-526-1928 Fax: 573-751-5399		99	07/01/2022 FEDERAL IDENTIFI			
				NUMBER 15-PBJA-21-GG-002		NUMBER 07-S	
SUBRECIPIENT NAM	ΛE			UEI Number			
Jackson Cour	nty, Drug T	ask Force		KRMAMD8K	LL57		
ADDRESS							
415 E. 12th S	Street						
CITY			STATE		ZIP CODE		
Kansas City			МО		64106		
TOTAL AMOUNT OF		VARD					
\$127,005.00							
PROJECT PERIOD F	ROM	PROJECT PERIOD TO	STATE AWARD I	DATE			
07/01/2022		06/30/2023	07/01/2023				
PROJECT TITLE			FUNDED BY				
FY 22 JAG D	TF Jackso	n County, Drug Task	Missouri De	epartment of P	ublic Safet	tv	
Force						,	
METHOD OF BAYM	NT (Raimburga	ment Advanced)					

Reimbursement

CONT	ACT INFORMATION	
CJ/LE GRANT CONTACT	SUB	RECIPIENT PROJECT DIRECTOR
NAME	NAME	
Amelia Jaegers	Chief Robert Me	uenz
E-MAIL ADDRESS	ADDRESS (If different fr	om above)
Amelia.Jaegers@dps.mo.gov	415 E. 12th Stre	eet
TELEPHONE	CITY, STATE AND ZIP (CODE
573) 522-4094	Blue Springs, M	IO 64015
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS
Joni McCarter	(816) 228-0151	bmuenz@bluespringsgov.com

SUMMARY DESCRIPTION OF PROJECT

The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFIC	AL
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHOR	IZED OFFICIAL
Sandra K. Karsten, Director		Jean Peters-Baker, Jackson County	Prosecutor's
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.



Missouri Department of Public Safety **Criminal Justice/Law Enforcement Unit**

SUBAWARD AGREEMENT

DATE

	: 573-526-1928 Fax: 573-751-5399		07/01/2	2022		
On Jesus Al 199			FEDERAL	IDENTIFIC	CATION NUMBER	CONTROL NUMBER
			15 - PBJA-	-21-GG-0	0249-MUMU	07-F
SUBRECIPIENT NAME	W.		UEI Numbe	·r		17/0
Jackson County, Drug	Task Force		KRMAM	ID8KLL	57	
ADDRESS						
415 E. 12th Street						
CITY		STATE			ZIP CODE	
Kansas City		MO			64106	
TOTAL AMOUNT OF THE FEDERA	AL AWARD	AMOUNT OF FED	ERAL FUND	OS OBLIG	ATED BY THIS ACTION	ON
\$206,076.00		\$206,076.00				
TOTAL AMOUNT OF FEDERAL FUNDS	OBLIGATED TO THE SUBRECIPIENT	TOTAL APPROVE	D COST SH	IARING O	R MATCHING	
\$206,076.00		\$0.00				
PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD	DATE			
07/01/2022	06/30/2023	09/22/2021				
PROJECT TITLE		FUNDED BY				
FY 2022 JAG DTF Jacks	son County, Drug Task Force	2021 Edward B	yrne Men	norial Ju	stice Assistance	Grant JAG
FEDERAL AWARDING	PASS THROUGH ENITITY	IS THIS AWARD R	&D	INDIRECT	COST RATE	
AGENCY Department of Justice	Missouri Department of			YES □	NO ⊠	
Department of Justice	Public Safety	YES □ NO 🗵		AMOU	NT	
CATALOG OF FEDERAL DOMEST	IC ASSISTANCE (CFDA) NUMBER	METHOD OF PAY	MENT (Rein	nbursemer	nt Advanced)	
16.738		Reimbursen	nent			
	CONTACTINE	COMATION				

CONT	ACT INFORMATION				
CJ/LE GRANT CONTACT	SUE	RECIPIENT PROJECT DIRECTOR			
NAME	NAME				
Amelia Jaegers	Chief Robert Mu	enz			
E-MAIL ADDRESS	ADDRESS (If different f	ADDRESS (If different from above)			
Amelia.Jaegers@dps.mo.gov	415 E. 12th Stre	415 E. 12th Street			
TELEPHONE	CITY, STATE AND ZIP	CODE			
(573) 522-4094	Blue Springs, M	Blue Springs, MO 64106			
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS			
Joni McCarter	(816) 228-0151	bmuenz@bluespringsgov.com			

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Sandra K. Karsten, Director		Jean Peters-Baker, Jackson County Pro	secutor's
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM	SUBRECIPIENT	
FY 22 JAG-DTF	Jackson County, Drug Task Force	
AWARD NUMBER 15-PBJA-21-GG-00249-MUMU-07-F	DATE 07/01/2022	

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Article I - Governing Directives

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply. with the applicable provisions of the "RSAT Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

Article II - Compliance Training

As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online and the agency will be required to review the training and send in a certification that this was completed and submit it back with the signed subaward documents.

Article III - System for Award Management (SAM)

The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.

Article IV - Non-Supplanting

The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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Article V - Change in Personnel

The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.

Article VI - Subaward Adjustments

The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

Article VII - Monitoring

The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

Article VIII - Criminal Activity

The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

Article IX - Reporting Potential Fraud, Waste, and Abuse

The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

Mail: Office of Inspector General

U.S. Department of Justice, Investigations Division

1425 New York Avenue, N.W., Suite 7100

Washington, D.C. 20530

Online: https://oig.justice.gov/hotline/contact-grants.htm

DOJ OIG Fax: (202) 616-9881

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

Mail: Missouri Department of Public Safety

Office of the Director Attn: CJ/LE Unit P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov DPS Fax: (573) 751-5399

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

Article X - Non-Disclosure Agreements

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

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

In accepting this subaward, the Subrecipient:

(a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

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(b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

Article XI - Protection from Reprisal for Disclosures

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

Article XII - Lobbying

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

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

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

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Article XIII - Fair Labor Standards Act: All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Article XIV - Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

Article XV - Employment Eligibility Verification

The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Article XVI - Human Trafficking

The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XVII - Minors

The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

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Article XVIII - Relationship

The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XVIX - Texting While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XX - Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

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

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



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(e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice. including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

> Mail: Missouri Department of Public Safety

Office of the Director Attn: CJ/LE Unit P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

dpsinfo@dps.mo.gov Email:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XXI - Computer Networks

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

Article XXII - Noninterference with Federal Law Enforcement

The Subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

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Article XXIII - Public Disclosure of Certain Law Enforcement Sensitive Information

The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XXIV - Noninterference with Federal Interrogation of Certain Aliens

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States", the Subrecipient understands it shall not interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of "interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States".

Article XXV - Noninterference with Notice of Scheduled Release

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from...confinement"; also the federal government is expressly authorized to make payments to a "State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. § 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien [felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens"), the Subrecipient understands it shall not interfere with the "removal" process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XXVI - Ensuring Access to Federally Assisted Programs

The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XXVII - Enforcing Civil Rights Laws

The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights

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(OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XXVIII - Limited English Proficiency (LEP)

The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance* Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit https://www.lep.gov/.

Article XXIX - Equal Employment Opportunity Plan (EEOP)

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

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

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

Article XXX - Using Arrest and Conviction Records for Employment Decisions

The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at

https://ojp.gov/about/ocr/pdfs/UseofConviction Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the

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Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article XXXI - Finding of Discrimination

The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article XXXII - Unlawful Employment Practices

The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XXXIII - Discrimination in Public Accommodations

The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article XXXIV - Fund Availability

The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XXV - Release of Funds

The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article XXXVI - Duplicative Funding

The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

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Article XXXVII - OJP Financial Guide

The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

Article XXXVIII - Allowable Costs

The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "RSAT Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article XXXIX - Financial Reporting Requirements

The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article XL - Program Income

The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

Article XLI – Procurement

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

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- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article XLII - Buy American

The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article XLIII - Buy Missouri

The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XLIV - Debarment/Suspension

The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;



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- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article XLV - Audit

The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article XLVI – Compensation

The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article XLVII - Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

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Article XLVIII - Enforceability

If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article XLIX - National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article L - Vehicle Stops

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article LI – Police Use of Force Transparency Act of 2021

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LII - Federal Equitable Sharing Funds

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article LIII - Custodial Interrogations

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article LIV - DWI Law - Law Enforcement

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LV - DWI Law - Prosecutors: The Subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has

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adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LVI - Project Requirements:

The Subrecipient agrees the proposed project will conform to the criteria requirements outlined in the "RSAT Solicitation". In addition, the Subrecipient agrees to implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance treatment programs, where such is required of the program. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

Article LVII - Data Reporting Requirements

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LVIII - Printed Materials

The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's RSAT Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LVIX - Breach of Personally Identifiable Information

The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article LX - Time Records Requirement

The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

Article LXI - Body Armor

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been

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tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article LXII - Body Armor Policy

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.

Article LXIII - Body-Worn Cameras

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXIV - Body-Worn Camera Policy

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.

Article LXV - Criminal Intelligence Systems

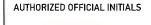
The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article LXVI - Duplication of Networks

The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXVII - Mitigation Plan

The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support



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methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.

Article LXVIII - NEPA

The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

The Subrecipient understands this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places:
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and.
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

Article LXIX - Drug Task Force Eligibility for Grants

The Subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

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Article LXX - Drug Task Force Training

The Subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Solicitation". The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

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Article I - Governing Directives

The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply. with the applicable provisions of the "RSAT Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

Article II - Compliance Training

As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online and the agency will be required to review the training and send in a certification that this was completed and submit it back with the signed subaward documents.

Article III - System for Award Management (SAM)

The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique 5 character CAGE Code consisting of numbers and letters.

Article IV - Non-Supplanting

The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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Article V - Change in Personnel

The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information Form* attached.

Article VI - Subaward Adjustments

The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

Article VII - Monitoring

The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

Article VIII - Criminal Activity

The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

Article IX - Reporting Potential Fraud, Waste, and Abuse

The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

Mail: Office of Inspector General

U.S. Department of Justice, Investigations Division

1425 New York Avenue, N.W., Suite 7100

Washington, D.C. 20530

Online: https://oig.justice.gov/hotline/contact-grants.htm

DOJ OIG Fax: (202) 616-9881

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

Mail: Missouri Department of Public Safety

Office of the Director Attn: CJ/LE Unit P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Fax: (573) 751-5399

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

Article X - Non-Disclosure Agreements

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

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

In accepting this subaward, the Subrecipient:

(a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and

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(b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

Article XI - Protection from Reprisal for Disclosures

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

Article XII - Lobbying

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

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

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

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Article XIII - Fair Labor Standards Act: All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Article XIV - Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

Article XV - Employment Eligibility Verification

The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Article XVI - Human Trafficking

The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XVII - Minors

The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

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Article XVIII - Relationship

The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XVIX - Texting While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XX - Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F. as defined by 28 C.F.R. §§ 83.620 and 83.650:

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

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



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(e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

> Mail: Missouri Department of Public Safety

> > Office of the Director Attn: CJ/LE Unit P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XXI - Computer Networks

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

Article XXII - Noninterference with Federal Law Enforcement

The Subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

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Article XXIII - Public Disclosure of Certain Law Enforcement Sensitive Information

The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XXIV - Noninterference with Federal Interrogation of Certain Aliens

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees "have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States", the Subrecipient understands it shall not interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of "interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States".

Article XXV - Noninterference with Notice of Scheduled Release

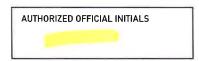
Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from...confinement"; also the federal government is expressly authorized to make payments to a "State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. § 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien [felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens"), the Subrecipient understands it shall not interfere with the "removal" process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XXVI - Ensuring Access to Federally Assisted Programs

The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XXVII - Enforcing Civil Rights Laws

The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights



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(OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XXVIII - Limited English Proficiency (LEP)

The Subrecipient assures that, in accordance with the Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit https://www.lep.gov/.

Article XXIX - Equal Employment Opportunity Plan (EEOP)

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an EEO Utilization Report if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The EEO Utilization Report must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

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

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

Article XXX - Using Arrest and Conviction Records for Employment Decisions

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

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the

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Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article XXXI - Finding of Discrimination

The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article XXXII - Unlawful Employment Practices

The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XXXIII - Discrimination in Public Accommodations

The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article XXXIV - Fund Availability

The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XXV - Release of Funds

The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article XXXVI - Duplicative Funding

The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

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Article XXXVII - OJP Financial Guide

The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

Article XXXVIII - Allowable Costs

The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "RSAT Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article XXXIX - Financial Reporting Requirements

The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article XL - Program Income

The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.

Article XLI – Procurement

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

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- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article XLII - Buy American

The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article XLIII - Buy Missouri

The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XLIV - Debarment/Suspension

The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

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- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article XLV - Audit

The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article XLVI – Compensation

The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article XLVII - Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

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Article XLVIII - Enforceability

If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article XLIX - National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article L - Vehicle Stops

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article LI - Police Use of Force Transparency Act of 2021

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LII - Federal Equitable Sharing Funds

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article LIII - Custodial Interrogations

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article LIV - DWI Law - Law Enforcement

The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LV - DWI Law - Prosecutors: The Subrecipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has

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adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article LVI - Project Requirements:

The Subrecipient agrees the proposed project will conform to the criteria requirements outlined in the "RSAT Solicitation". In addition, the Subrecipient agrees to implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance treatment programs, where such is required of the program. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

Article LVII - Data Reporting Requirements

The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "RSAT Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LVIII - Printed Materials

The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's RSAT Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LIX - Breach of Personally Identifiable Information

The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article LX - Time Records Requirement

The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.

Article LXI - Body Armor

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been



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tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article LXII - Body Armor Policy

The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXIII - Body-Worn Cameras

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXIV - Body-Worn Camera Policy

The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.

Article LXV - Criminal Intelligence Systems

The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article LXVI - Duplication of Networks

The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXVII - Mitigation Plan

The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support



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methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

Article LXVIII - NEPA

The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

The Subrecipient understands this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places:
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

Article LXIX - Drug Task Force Eligibility for Grants

The Subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.



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Article LXX - Drug Task Force Training

The Subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Leadership and Integrity and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Solicitation". The training is intended for the task force commander, agency executive, grant funded task force officers, and other task force members of equivalent rank.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$19,000.00 from the undesignated fund balance of the 2022 Grant Fund, in acceptance of a grant received from the State of Missouri Office of State Courts Administrator, Administrative Services Division, for use by the Jackson County Family Court Division.

ORDINANCE NO. 5654, August 22, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Jackson County Family Court Division has been awarded a grant by the State of Missouri Office of State Courts Administrator, Administrative Services Division in the amount of \$19,000.00, to provide funding for its Mediation Program, to create and implement domestic relations programs; and,

WHEREAS, the grant is awarded for the period of July 1, 2022, through June 30, 2023; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the undesignated fund balance of the 2022 Grant Fund:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Grant Fund			
Mediation Program			
010-2156	45618- Increase Revenues	\$19,000	
010-9999	32810 -		
	Undesignated Fund Balance		\$19,000
010-9999	32810 -		
	Undesignated Fund Balance	\$19,000	
Mediation Program			
010-2156	56790-		
	Other Contractual Services		\$19,000

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

APPROVED AS TO FORI	M:	
Chief Deputy County Cou	nselor	County Counselor
I hereby certify tha August 22, 2022, was du Jackson County Legislatu	uly passed on	ance, Ordinance No. 5654 introduced on, 2022 by the were as follows:
Yeas		Nays
Abstaining _		Absent
This Ordinance is hereby to be attack. I hereby approve the attack.		unty Executive for his signature. Mary Jo Spino, Clerk of Legislature
Date		Frank White, Jr., County Executive
	opropriation are availa	able from the source indicated below.
ACCOUNT NUMBER: ACCOUNT TITLE: NOT TO EXCEED:	010 9999 32810 Grant Fund Undesignated Fund \$19,000.00	
8/18/2022 Date	×	Chief Administrative Officer

Request for Legislative Action

Ord. #5654

Sponsor: Tony Miller Date: August 22, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5654
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/22/2022

Introduction
Action Items: ['Appropriate']
Project/Title:
Mediation Program

Request Summary

This is a request to appropriate \$19,000 from the 2022 undesignated fund balance in acceptance of funds awarded to the Family Court Division by the Office of State Courts Administrator. The project is named "Mediation Program" The project began July 1, 2022 and will continue through June 30, 2023.

Contact Information			
Department:	Circuit Court	Submitted Date:	8/10/2022
Name:	carl.bayless@courts.mo.gov	Email:	carl.bayless@courts.mo.gov
Title:	Grant Coordinator	Phone:	816-435-4775

Budget Information					
Amount authorized by this legislation this fiscal year:			\$19	,000	
Amount previously authorized this fiscal year:				\$ 0	
Total amount authorized after this legislative action:			\$19	000,	
Is it transferring fund?			Yes		
Transferring Fund From:					
Fund:	Department:	Line Item Account:	Amount:		
010 (Grant Fund)	9999 (*)	32810 (Undesignated	\$19	000,6	
		Fund Balance)			
Transferring Fund To:					
Fund:	Department:	Line Item Account:	Amount:		
010 (Grant Fund)	2156 (Domestic	56790 (Other	\$19	,000	
	Relations Resolution	Contractual Services)			
	Program (DRRP))				

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

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

Fiscal Information

• Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Submitted by Circuit Court requestor: carl.bayless@courts.mo.gov on 8/10/2022. Comments:

Approved by Department Approver Mary Marquez on 8/10/2022 12:14:38 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/10/2022 12:36:49 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/10/2022 1:52:58 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/11/2022 7:55:23 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 8/15/2022 2:11:30 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 4:21:00 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	August 11, 2022	ORI	
		eRL	A # 613
Depar	rtment / Division	Character/Description From	То
Grant Fund - 01	0		
2156 - Mediation	n Program	45619 - Increase Revenue 19,000	
9999 - Non Spec	cific	32810 - Undesignated Fund Balance	19,000
9999 - Non Spec	cific	32810 - Undesignated Fund Balance 19,000	
2156 - Mediation	n Program	56790 - Other Contractual Services	19,000
			_
			_
			_
APPROVED By Sarah Matthes at 7:54	am, Aug 11, 2022	\$ 38,000	\$ 38,000
Budgeting			



State of Missouri

Office of State Courts Administrator Administrative Services Division

Issue Date	Award Amount
Contract Period	
July 1, 2022 through June 30, 2023	

Domestic Relations Resolution Fund Award

The Family Court Committee of the Courts Administrator is awarding implementation of domestic relati	funding to Mi	ssouri Circuit Cou		_	
Contract N	lumber			Original Contract	
OSCA				Contract Amendment	
Court/Recipient Information:	ı	Project Director:		OSCA Program Contact	
				Kim Abbott 573-522-6768	
				OSCA Fiscal Contact	
				Shelly Peters 573-522-2751	
Special Conditions of this award a	re attached.			ditions of this award. Original irements only.	
Please	Sign, Date ar	nd Return by e-m	ail oı	mail to:	
Office of State Courts Administrator Attn: Contracts Unit P.O. Box 104480 Jefferson City, MO 65110 - 4480 osca.contracts@courts.mo.gov					
	f, the parties belo	ow hereby execute this	agreer	nent.	
Appointing Authority Signature		OSCA Signature Earl &	raus		
Printed Name	Date	Printed Name	Earl	Kraus	
Presiding Judge Signature		Title Deputy St	ate Co	urts Administrator	
Printed Nane J. Dale Youngs	Date 06-Jul-2022	Date 07/05/2	2022		

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$166,400.00 from the undesignated fund balance of the 2022 Special Road & Bridge Fund to cover the increased cost of gasoline for use by the Public Works Department.

ORDINANCE NO. 5655, August 22, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, due to the unanticipated rise in fuel prices, the Public Works Department projects a need for additional funds to enable the purchase of unleaded and diesel fuel for the remainder of 2022; and,

WHEREAS, an appropriation is needed to place the funds necessary for the purchase of fuel in the proper spending accounts; now therefore,

BE IT ORDAINED by the Legislature of Jackson County, Missouri, that the following appropriation from the 2022 Special Road & Bridge Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	<u>FROM</u>	<u>TO</u>
Special Road & Bridge Fund			
004-9999	32810- Undesignated Fund Balance	\$166,400	
Road & Bridge Maintenance		4 100, 100	
004-1506	57110- Gasoline		\$166,400

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

APPROVED AS TO FORM:

Chief Deputy County Cour	nselor	Byur O. County Counselor	Courses		
I hereby certify that the attached ordinance, Ordinance No. 5655 introduced ordinate 22, 2022, was duly passed on, 2022 by the Jackse County Legislature. The votes thereon were as follows:					
Yeas		Nays	_		
Abstaining		Absent			
This Ordinance is hereby to	transmitted to the Co	unty Executive for his	signature.		
Date I hereby approve the attac	hed Ordinance No. 5	Mary Jo Spino, Clerk 6655.	of Legislature		
Date		Frank White, Jr., Cou	nty Executive		
Funds sufficient for this ap	propriation are availa	able from the source ir	idicated below.		
ACCOUNT NUMBER: ACCOUNT TITLE:	004 9999 32810 Special Road & Brid	dge Fund			
NOT TO EXCEED:	Undesignated Fund \$166,400.00	Balance			
8 1 1022 Date	_	Chief Administrative (Officer		

Ord. #5655

Sponsor: Theresa Cass Galvin

Date: August 22, 2022

Completed by County Counselor's Office					
Action Requested:	Ordinance	Res.Ord No.:	5655		
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/22/2022		

Introduction

Action Items: ['Appropriate']

Project/Title:

Appropriating \$166,400 from the Undesignated Fund Balance of the Special Road and Bridge Fund (No. 004) for the purpose of supplementing the unleaded and diesel fuel budget for the Department of Public Works

Request Summary

This ordinance requests a supplemental appropriation of \$166,400 from the Undesignated Fund Balance of the Special Road and Bridge Fund for the purpose of paying increased fuel costs for departmental operations through the end of the 2022 fiscal year. The assumptions are that diesel fuel will cost on average \$4.40 per gallon (\$110,000) and unleaded fuel will cost \$3.76 per gallon (\$56,400) for the balance of the year.

Contact Information				
Department:	Public Works	Submitted Date:	7/27/2022	
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org	
Title:	County Administrator	Phone:	816-881-1079	

Budget Information						
Amount authorized by t	Amount authorized by this legislation this fiscal year:					
Amount previously auth	orized this fiscal year:			\$ 0		
Total amount authorized	d after this legislative action	า:		\$166,400		
Is it transferring fund?						
Transferring Fund From	Transferring Fund From:					
Fund:	Department:	Line Item Account:	Amount:			
004 (Special Road &	9999 (*)	32810 (Undesignated		\$166,400		
Bridge Fund)		Fund Balance)				
Transferring Fund To:						
Fund:	Department:	Line Item Account:	Amount:			
004 (Special Road & Bridge Fund)	1506 (Road & Bridge Maintenance)	57110 (Gasoline)		\$166,400		

Prior Legislation				
Prior Ordinances				
Ordinance:	Ordinance date:			
5636	July 18, 2022			
Prior Resolution				
Resolution:	Resolution date:			
21004	July 11, 2022			
21015	July 25, 2022			

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
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 Ve	teran Owned Business Program			
Goals Not Applicable for f	ollowing reason: Not spending money			
MBE:	.00%			
WBE:	.00%			
VBE:	.00%			
Prevailing Wage				
Not Applicable				

Fiscal Information

• Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Submitted by Public Works requestor: Troy Schulte on 7/27/2022. Comments:

Approved by Department Approver Brian Gaddie on 7/27/2022 12:51:46 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 7/27/2022 1:04:11 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 7/28/2022 9:44:17 AM. Comments:

Approved by Budget Office Approver Mark Lang on 7/29/2022 2:36:05 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 7/30/2022 4:56:09 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/2/2022 2:11:56 PM. Comments: 21005 listed as prior legislation was a closed meeting for litigation.

Submitted by Requestor Troy Schulte on 8/2/2022 2:40:08 PM. Comments: Typo fixed.

Approved by Department Approver Brian Gaddie on 8/4/2022 1:12:00 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/4/2022 2:13:08 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/5/2022 12:35:13 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/5/2022 4:27:59 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/8/2022 9:41:23 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/8/2022 2:48:38 PM. Comments: Action item only appropriation.

Submitted by Requestor Troy Schulte on 8/9/2022 10:05:23 AM. Comments:

August 17, 2022 eRLA #592 Page **3** of **3**

Approved by Department Approver Brian Gaddie on 8/12/2022 2:02:57 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date:	July 29, 2022				Ord#	Ę	5655
					eRLA ID #:		592
Org Co	ode/Description	Object	Code/Description	Fror	<u>n</u>	То	
004	Special Road & Bridge Fund	ı					
9999		32810	Undesignated Fund Balance	\$	166,400	\$	-
1506	Road & Bridge Maintenance	57110	Gasoline	1	<u>-</u>		166,400
				1			
				-			
					_		
					_		
	_			-			
	-						
	_			-			
ADDI	POVED			\$	166,400	\$	166,400

APPROVED

By Mark Lang at 2:34 pm, Jul 29, 2022

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE submitting to the qualified voters of Jackson County, Missouri, at the general election to be held on November 8, 2022, an advisory referendum question asking whether section 188.017 of the Revised Statutes of Missouri, which bans abortion at any stage of pregnancy without exception for rape or incest, should be repealed to ensure safe and legal access to abortion.

ORDINANCE NO. 5656, August 22, 2022

INTRODUCED BY Jalen Anderson and Crystal Williams, County Legislators

WHEREAS, on June 24, 2022, the United States Supreme Court made the devastating decision to overturn *Roe v. Wade*, eliminating people's constitutional right to access a safe and legal abortion; and,

WHEREAS, given this reversal of a fifty-year precedent, individual states now dictate access to abortion care; and,

WHEREAS, section 188.017 of the Revised Statutes of Missouri bans abortion at any stage of pregnancy without exception for rape or incest; and,

WHEREAS, by Resolution 21007, dated July 18, 2022, the Legislature has previously expressed its support of abortion rights; and,

WHEREAS, the Legislature finds it critical that the voters of Jackson County be afforded an opportunity to express their opinions on this important issue; now therefore,

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

Section 1. Pursuant to the provisions of article II, sections 16.12 and 16.37 of the 2018

Constitutional Home Rule Charter of Jackson County, there is hereby submitted to the

qualified voters of Jackson County, Missouri, at the general election to be held on

November 8, 2022, an advisory referendum question asking whether section 188.017 of

the Revised Statutes of Missouri, which bans abortion at any stage of pregnancy without

exception for rape or incest, be repealed to ensure safe and legal access to abortion.

Section 2. The qualified voters at said election shall vote by ballot and the ballots to be

used at said election shall contain the following language:

JACKSON COUNTY, MISSOURI

QUESTION # 2

GENERAL ELECTION

NOVEMBER 8, 2022

OFFICIAL BALLOT

Should section 188.017 of the Revised Statutes of Missouri, which bans abortion at any

stage of pregnancy without exception for rape or incest, be repealed to ensure safe and

legal access to abortion.

YES 🗌

NO \square

-2-

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

<u>Section 3</u>. The Clerk of the Legislature is hereby authorized and directed to notify the Jackson County and Kansas City Boards of Election Commissioners of the adoption of this Ordinance no later than 5:00 p.m. on August 30, 2022, and to include in said notification all of the terms and provisions required by § 115.125, RSMo 2016.

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

APPROVED AS TO FORM:

Chief Deputy County Counselor	Byar O. busky County Counselor
I hereby certify that the attached ordi August 22, 2022, was duly passed on County Legislature. The votes thereon were a	nance, Ordinance No. 5656 introduced on, 2022 by the Jackson as follows:
Yeas	Nays
Abstaining	Absent
This Ordinance is hereby transmitted to the C	County Executive for his signature.
Date	Mary Jo Spino, Clerk of Legislature
hereby approve the attached Ordinance No.	. 5656.
Date	Frank White, Jr., County Executive

Ordinance No.: 5656 Sponsors: Jalen Anderson;

Crystal Williams

Date: August 22, 2022

Completed by County Counselor's Office				
Action Requested:	Ordinance	Res.Ord No.:	5656	
Sponsor(s):	Jalen Anderson;Crystal J. Williams	Legislature Meeting Date:	8/22/2022	

Introduction

Action Items: ['Authorize']

Project/Title:

AN ORDINANCE submitting to the qualified voters of Jackson County, Missouri, at the general election to be held on November 8, 2022, an advisory referendum question asking whether section 188.017 of the Revised Statutes of Missouri, which bans abortion at any stage of pregnancy without exception for rape or incest, be repealed to ensure safe and legal access to abortion.

Request Summary

Pursuant to the provisions of article II, sections 16.12 and 16.37 of the 2018 Constitutional Home Rule Charter of Jackson County, there is hereby submitted to the qualified voters of Jackson County, Missouri, at the general election to be held on November 8, 2022, an advisory referendum question asking whether section 188.017 of the Revised Statutes of Missouri, which bans abortion at any stage of pregnancy without exception for rape or incest, be repealed to ensure safe and legal access to abortion.

Contact Information				
Department:	County Legislature	Submitted Date:	8/18/2022	
Name:	Winifred Jamison	Email:	wjamison@jacksongov.org	
Title:		Phone:	816-881-3075	

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

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

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
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	Certificate of Compliance			
Not Applicable				
Minority, Women and Ve	teran Owned Business Program			
Goals Not Applicable for fo	ollowing reason: Not spending money			
MBE:	.00%			
WBE:	.00%			
VBE:	.00%			
Prevailing Wage				
Not Applicable				

Fiscal Information

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

History

Submitted by County Legislature requestor: Winifred Jamison on 8/18/2022. Comments:

Approved by Department Approver Crissy Wooderson on 8/18/2022 11:40:38 AM. Comments: Approving on behalf of Legislator Williams and Anderson by proxy.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/18/2022 11:44:51 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/18/2022 12:26:11 PM. Comments:

Not applicable by Budget Office Approver Mark Lang on 8/18/2022 12:32:20 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/18/2022 1:03:59 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/18/2022 1:08:32 PM. Comments: On behalf of JH

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing and installation of synthetic infield turf for use by the Parks + Rec Department to Mid-America Golf & Landscape, Inc., of Lee's Summit, MO, under the terms and conditions of Invitation to Bid No. 56-22, at an actual cost to the County not to exceed \$1,447,535.00.

RESOLUTION NO. 21027, August 22, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to install new synthetic infield turf at the Frank White Jr. Sports Complex; and,

WHEREAS, the Purchasing Director has solicited formal written bids on Bid No. 56-22 for the required equipment; and,

WHEREAS, a total of nineteen notifications were distributed and viewed and two bids were received from the following:

BIDDER	BID
Mid-America Golf & Landscape, Inc. Lee's Summit, MO	\$1,447,535.00
Hellas Construction, Inc. Austin, TX	\$2,161,300.00

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Parks + Rec recommend the award of the contract for the infield turf to Mid-America Golf & Landscape, Inc., of Lee's Summit, MO, for the reason that it has submitted the lowest and best bid, at an actual cost to the County not to exceed \$1,447,535.00; now therefore,

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

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

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

APPROVED AS TO FOR	M:	
Chief Deputy County Cou	nselor	Byer O. busky County Counselor
I hereby certify tha 2022, was duly passed of Legislature. The votes the	nt the attached resolution Pereon were as follows	ition, Resolution No. 21027 of August 22, , 2022 by the Jackson County
Yeas		Nays
Abstaining		Absent
Date		Mary Jo Spino, Clerk of Legislature
the expenditure is charge	eable and there is a coof the fund from which	to the credit of the appropriation to which cash balance otherwise unencumbered in payment is to be made each sufficient to
ACCOUNT NUMBER: ACCOUNT TITLE:	013 1608 58060 County Improvement Construction Service Other Improvement	nt Fund ces
NOT TO EXCEED:	\$1,447,535.00	
glighorr Date	Chief	Administrative Officer
	V	ALTERNATION OF THE DESCRIPTION O

Res. #21027

Sponsor: Tony Miller Date: August 22, 2022

Completed by County Counselor's Office				
Action Requested:	Resolution	Res.Ord No.:	21027	
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/22/2022	

Introduction						
Action Items: ['Award']						
Project/Title:						
	-			-	 ,	

A RESOLUTION awarding a contract for the placement of sports field synthetic infield turf for use by the Parks + Rec Department to Mid-America Golf & Landscape, Inc., DBA Mid-America Sports Construction of Lee's Summit Missouri, under the terms and conditions of Invitation to Bid No. 56-22, at an actual aggregate cost to the County not to exceed \$1,447,535.

Request Summary

Invitation to Bid No. 56-22 requested bids from qualified firms to provide and install new synthetic infield turf on the five sports fields at the Frank White Jr. Sports Complex at Longview Lake. Nineteen notifications were distributed and viewed. Two bids were received. Pursuant to Section 1054.6 of Jackson County Chapter 10, the Director of Parks + Rec and the Director of Finance and Purchasing recommend the award to the lowest and best bidder Mid-America Golf & Landscape, Inc., DBA Mid-America Sports Construction of Lee's Summit Missouri.

Mid-America Sports has extensive experience in the design and construction of sports facilities and is well qualified to perform the work. The scope of work for the project includes removal of the existing gravel infields, and the installation of new synthetic turf. The proposed scheduled start for the project is this Fall, once seasonal programs are concluded, with an expected completion date, weather permitting, of Spring 2023, prior to the start of regularly scheduled leagues and tournaments.

Contact Information				
Department:	Parks + Rec	Submitted Date:	7/20/2022	
Name:	Tina Spallo	Email:	tspallo@jacksongov.org	
Title:	Superintendent, Recreation	Phone:	816-503-4872	
	Division			

Budget Information	
Amount authorized by this legislation this fiscal year:	\$1,447,535
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$1,447,535
Is it transferring fund?	No
Single Source Funding:	

Fund:	Department:	Line Item Account:	Amount:
013 (County	1608 (Construction	58060 (Other	\$1,447,535
Improvement Fund)	Services)	Improvements)	

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

Purchasing	
Does this RLA include the purchase or lease of	Yes
supplies, materials, equipment or services?	
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in	Yes
this RLA?	

Compliance						
Certificate of Compliance						
In Compliance						
Minority, Women and Veteran Owned Business P	rogram					
Goals are waived - insufficient MBE or WBE firms available						
MBE: .00%						
WBE: .00%						
VBE: .00%						
Prevailing Wage						
Construction projects over \$75000	['Separate bid']					

Fiscal Information

• 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.

Submitted by Parks + Rec requestor: Tina Spallo on 7/20/2022. Comments:

Approved by Department Approver Michele Newman on 7/20/2022 5:56:46 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 7/22/2022 9:33:03 AM. Comments: Please reference the following in the Request Summary:

Pursuant to Section 1054.6 of Chapter 10, the Director of Parks + Rec and the Director of Finance and Purchasing recommend award to Mid America Golf and Laminate of Lee's Summit, MO as the lowest and best bid received.

Submitted by Requestor Tina Spallo on 7/25/2022 11:25:29 AM. Comments:

Approved by Department Approver Dianne L. Kimzey on 7/25/2022 7:04:29 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 7/26/2022 8:59:51 AM. Comments: Please add the phrase: Pursuant to Section 1054.6 of Jackson County Chapter 10, the Director of Parks + Rec and the Director of Finance and Purchasing recommend the award to the lowest and best bidder - Vendor, City and State

Submitted by Requestor Tina Spallo on 7/26/2022 9:26:20 AM. Comments:

Approved by Department Approver Dianne L. Kimzey on 7/26/2022 10:18:36 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 7/26/2022 1:24:40 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 7/26/2022 1:55:21 PM. Comments:

Approved by Budget Office Approver Mark Lang on 7/26/2022 4:45:40 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 7/28/2022 10:43:39 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/3/2022 9:17:09 AM. Comments: See my email about "vendors viewed" language.

Submitted by Requestor Brian P. Nowotny on 8/3/2022 10:18:03 AM. Comments: "notifications were **Aisgribtu1**7d 20022viewed" language updated in penelet 4568 mary Page 3 of 3

Approved by Department Approver Susan I. Kinnaman on 8/3/2022 10:30:14 AM. Comments:

Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#		160822005 000				
Date:	July 26, 2022			RES#	210		
				eRLA ID #:		588	
Org Co	de/Description	Object	Code/Description		Not to Exceed		
013	County Improvement Fund						
1608	Construction Services	58060	Other Improvements		\$	1,447,535	
	-		. —————————————————————————————————————				
	-						
	-						
	-						
	-						
ΔΡΡΒί	OVED				\$	1,447,535	

By Mark Lang at 4:44 pm, Jul 26, 2022

Budget Office

Invitation to Bid No. 56-22 Infield Turf Replacement W/Addendum No. 1

No.	Description	Total Bid Price
1	Frank White Jr. Sports Complex Infields (5)	\$1,437,534.99
2	Force Account (Contingency)	\$10,000.00
3	Lump Sum Bid Price	\$1,447,534.99
	Addendum No. 1	
4	Frank White Jr. Sports Complex Outfields (5)	\$2,546,239.99
5	Additional Force Account (Contingency)	\$20,000.00
6	Additional Sum Bid Price	\$2,566,239.99
	Unit Prices: the following unit prices are requested	
	for the following materials, installed. These units are	
	not in addition to the lump sum bid price stated	
	above by the Bidder	
7	10" dia N12 piping/lf	\$39.80
8	8" dia N12 piping/If	\$33.65
9	6" dia N12 piping.lf	\$24.95
10	4 inch depth concrete walk/sf	\$63.00
11	6 inch depth asphalt pvmt/sy	\$72.00
12	4' tall chain link fencing fabric/lf	\$41.00
13	8' tall chain link fencing fabric/lv	\$50.00
	Change Order: During the project, any such	
	additional work for which written authorization has	
	been received will be included in a Change Order	
	initiated by the Successful Bidder and approved by	
	the County, and such Change Order with copies of	
	the written authorization attached, shall be	
	submitted to the County for acceptance.	
	submitted to the county for acceptance.	



Mid-America Sports Construction

"We are only as good as our last project"

Mid-America Sports Construction

1621 SE Summit Street
Lee's Summit, Mo 64081
816.524.0010
bwilson@mid-americagolf.com
www.mid-americasportsconstruction.com









Company Overview

Mid-America Sports Construction is located in Lee's Summit, MO. Our team brings the Midwestern values we hold close to each and every project throughout the United States. For the past 20 years, we have staked our claim in the sports construction industry; growing into the nation's preeminent field contractor of natural turf and synthetic turf sports fields as well as complete sport complexes. Our natural and synthetic grass installations for athletic fields of all kinds offer a quality of construction and project management that is unrivaled in our industry.

Vision: To excel in building high quality athletic fields.

Mission: Mid-America Sports Construction is dedicated to excellence in providing the highest level of quality and service to exceed client expectations. Our company is based on family traditions and principals and we take pride in developing lasting relationships. Mid-America Sports Construction believes our legacy is what we leave behind.

Values: Family, Honesty, Integrity, Skill, Hard work, and Responsibility, with a commitment to continuous improvement.

Mid-America Sports Construction offers a full range of services utilizing the latest in state-of-the-art technology and equipment. Our talented team possesses the capabilities to assist with any aspect of your project needs from inception to completion. We were formed in 1993 with the aspiration to construct world-class athletic venue. We have built a solid reputation by utilizing 3 key elements:

- The expertise and capabilities to handle even the most complex projects
- The motivation and management to fulfill our obligation and complete the project on time and on budget
- The commitment to relationships that ensure every detail will be skillfully handled before, during and long after completion. Our team approaches every job the same, with attention to detail and a commitment to excellence.

Our continued growth as a company is based upon the values we established long ago. We are committed to listening to our clients and making them a part of the process. We provide a level of project management and cost control that serves the best interests of our clients at all times. It is an honor to do the work we do, and we never forget that fact. Striving for customer satisfaction will always be our number one goal.

Mid-America Sports Constructions is a branch of Mid-America Golf and Landscape. Started in 1993, Mid-America Sports Construction has been delivering some of the top athletic fields in the nation for over 20 years. Since Mid-America Sports Construction was derived from a golf course construction company, we are able to give the end user not only top of the line synthetic sports fields but also beautiful, top performing, natural grass fields.









Mid-America Sports Construction DBA Mid-America Golf and Landscape's Dun and Bradstreet number is 809924434. Mid-America Sports Construction will be happy to provide a comprehensive insight plus report upon further discussion.

Kirk Grego, part owner of Mid-America Golf and Landscape is a Certified Field Builder. This allows Mid-America Sports Construction to keep up with industries cutting edge technology and allows us to give the customer the best product and service available.

Mid-America Sports Construction is interested in being able to offer the top-quality product to school and government entities across the nation. Mid-America offers the highest quality of work and we can assure you that we are the best choice for Rockwood School Districts turf needs.

Testimonials

"Mid America Golf, Kirk Grego and his team did an outstanding job of properly preparing the site on time and on budget. I believe their expertise and experience with sport field installations saved our project thousands of dollars on potential change orders, while not compromising the quality of the work."

-James K. Villamaria, St. Mary's Colgan USD 250 Athletic Facilities Task Force, Chairman

"I would, without hesitation, recommend Mid-America Golf and Landscape for athletic field work. All representatives of Mid-America Golf and Landscape were extremely professional and motivated to provide the highest quality product possible. They also worked diligently to ensure the projects were completed on schedule and in budget. We couldn't be happier with the outcome. The Independence School District now has two first class synthetic athletic fields of which we are truly proud."

-Bob Robinson, Independence School District, *Director of Facilities*

"Mid-America Sports Construction has proven to be a highly qualified Athletic Field Contractor. The Employees go out of their way to complete the project accurately and professionally. I will recommend Mid-America Sports Construction for any athletic field project"

-Bill Dickerson, The University of Kansas, Former Athletic Director

"I was extremely pleased with their work and flexibility and I will tell you their professionalism carried their every day.

It was a pleasure to work with those guys and I was not an easy customer and I know that...so thanks JD,"

-John Keilty, Mount St Mary Catholic High School

"From bid process to project completion, the Mid-America Sports Construction team was a pleasure for each UCM department associated with the project to work with. Their quality of work, professional manner, and timeliness continued to impress us at every step of the project. Given the unexpected nature of a Missouri winter, the team expertly handled each situation they encountered due to the weather with ease and created a solution in order to meet our aggressive timeline." -Chalres Ambrose, President, University Central Missouri









Kirk Grego

President, QC/QA Manager

Overview

Ties Unlimited Inc. (1987- 1993)

President, Mid-America Golf and Landscape, Inc. (2016- Present) President, Mid-America Sports Construction, LLC (2012-Present)

Professional Affiliations

ASBA Certified Field Builder – December 2012

GCBAA Certified Builder Member #172

Member, National Golf Foundation (NGF)

Member, Sports Turf Managers Association

Member, Mid-West (Heartland) Golf Course Superintendent's Association

Corporate Member, National Golf Course Owner's Association (NGCOA)



Overall Experience

Kirk began his career working in a family-owned construction business. In 1993, Kirk became Vice President and one of the three founding partners of Mid-America Golf and Landscape, Inc. Kirk has vast knowledge and experience in all stages of golf course development and athletic construction. He has been personally involved in every aspect of golf course and sports construction. With years of experience as a laborer, operator, superintendent, and Project Manager, he has been involved in projects ranging from public to high-end golf clubs. Kirk has been the main contributor in forging Mid-America Golf and Landscape, Inc. to branch into the athletic field industry, including synthetic turf and natural grass fields. With this transformation, Mid-America Sports Construction was formed and continues to be a nationally recognized organization when it comes to a quality conscious athletic field contractor. Kirk is the managing individual as well as a senior project manager for Mid-America Sports Construction and all sports related endeavors.

Project Experience

Mid-America Golf and Landscape 1993 – 1996 (Field labor and Operator-VP)

Mid-America Golf and Landscape 1996 – 2002 (Project Superintendent-VP)

Mid-America Golf and Landscape 2002 – 2012 (Senior Project manager over Athletic operations-VP)

Mid- America Golf and Landscape/ Mid America Sports Construction 2012 - 2016 (Head of all Athletic operations)

Mid- America Golf and Landscape/ Mid America Sports Construction 2016 - present (President)

"We are only as good as our last project"







Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10, this Certificate of Compliance is hereby issued to:

Mid-America Golf and Landscape Inc 1621 SE Summit St Lees Summit, MO 64081 2022 Certificate: 20220616VC990

> Issued: 2022-06-16 Expires: 2022-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer Jackson County Missouri 816-881-3302 compliance@jackonsongov.org



AMERICAN SPORTS BUILDERS ASSOCIATION

Through Its Certification Board Has Conferred Upon

Kirk Grego

The Designation

CERTIFIED FIELD BUILDER



FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF FIELD CONSTRUCTION AND FOR HAVING SUCCESSFULLY FULFILLED THE CONDIDTIONS OF ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

In witness whereof we have set ou	hands on
-----------------------------------	----------

day of December, 2021 this 31st

Certification expires: December 31, 2024



Mid America Sports Construction

HAS COMPLETED AND SUCCESSFULLY PASSED THE ASTROTURF INSTALLATION CERTIFICATION CLASS.

THIS CERTIFICATE ACKNOWLEDGES THAT YOUR COMPANY IS AN ASTROTURF CERTIFIED INSTALLER.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed

If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to th	ne tei	rms and conditions of th	e polic	y, certain po	olicies may r			. A st	atement on
PRODUCER		00.1	mouto notaer in nea er er	CONTA NAME:						
Thomas McGee, L.C.			FAV					2 5019		
120 W 12th St., Suite 1000			PHONE (A/C, No, Ext): 816-842-4800							
Kansas City MO 64105				·						
				INSURER(S) AFFORDING COVERAGE					NAIC #	
INSURED			MIDAM-3	INSURER A : BITCO National Insurance Co					20109	
Mid-America Golf & Landscape, Inc.				INSURER B:						
dba Mid-America Sports Construction				INSURER C:						
1621 SE Summit Avenue Lee's Summit MO 64081				INSURE	RD:					
Lee's Summit WO 04061				INSURE	RE:					
				INSURER F:						
			NUMBER: 373204560	·= ===			REVISION NU		.= = = :	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLIC	EME	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WIT	H RESPE	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)			LIMIT	S	
A X COMMERCIAL GENERAL LIABILITY			CLP 3 704 089		3/25/2021	3/25/2022	EACH OCCURRENT	TFD	\$ 1,000	•
CLAIMS-MADE X OCCUR							PREMISES (Ea occ	currence)	\$ 100,0	00
X Contractual Liab							MED EXP (Any one	e person)	\$ 10,00	0
							PERSONAL & ADV	INJURY	\$ 1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$2,000,000	
POLICY X PRO-							PRODUCTS - COMP/OP AGG		\$2,000,000	
OTHER:							COMPINED OINO	E LINATE	\$	
A AUTOMOBILE LIABILITY			CAP 3 704 090		3/25/2021	3/25/2022	COMBINED SINGL (Ea accident)		\$ 1,000	,000
X ANY AUTO							\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		\$	
OWNED SCHEDULED AUTOS ONLY HIRED NON-OWNED							DDODEDT/ DAMAGE		\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
									\$	
A X UMBRELLA LIAB X OCCUR			CUP 2 820 655		3/25/2021	3/25/2022	EACH OCCURREN	ICE	\$8,000	,000
EXCESS LIAB CLAIMS-MAD							AGGREGATE		\$8,000	,000
DED X RETENTION\$ 10,000							1050	LOT!!	\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3 704 091		3/25/2021	3/25/2022	X PER STATUTE	OTH- ER		
AND EMPLOYERS LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$ 1,000	,000
(Mandatory in NH)							E.L. DISEASE - EA	EMPLOYEE	\$ 1,000	,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	LICY LIMIT	\$ 1,000	,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC				le, may b	e attached if more	space is require	ed)			
Re: Chanute Campus Softball and Baseba Affidavit of Worker's Compensation, Public				ance.						
' '		,	, , ,							
CERTIFICATE HOLDER				CANO	ELLATION					
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
				AUTHORIZED REPRESENTATIVE						

CHARLES F. CHRISTIAN

6018 NALL AVE. MISSION, KS 66202 816.516.7089 CHARLES.CHRISTIAN14@GMAIL.COM

EDUCATIONAL HISTORY

KENNESAW STATE UNIVERSITY, GA

AUGUST 2011

Bachelor of Science, Mathematics

RELEVANT UNDERGRADUATE COURSEWORK & PROJECTS

- Software for Mathematics & Introduction to Java Coding: Proficient in writing code for SAS, MatLab, Maple, Scientific Notebook, and Java.
- Operations Research: Emphasis on developing computer algorithms for logistics and operations.
- Statistical Methods I & Software for Statistics
- Calculus I, II, & III
- Physics I & II
- Chemistry I & II

SPORTS CONSTRUCTION EMPLOYMENT HISTORY

MID AMERICA SPORTS CONSTRUCTION

MAY 2015 - PRESENT

- Synthetic Turf Project Manager & Labor/Cost Analyst
- OSHA 10-Hour Construction Safety & Health Certification

ASTROTURF

JANUARY 2013 - APRIL 2015

Labor/Cost Analyst & Synthetic Turf Installer

NOTABLE SPORTS CONSTRUCTION PROJECTS

- Kansas City Royals Urban Youth Academy
- University of Kansas Athletic Training Facility
- Kansas State University Football & Baseball
- University of Missouri Baseball
- University of Central Missouri Football
- University of Oklahoma Football
- Toronto Blue Jays, Roger's Center
- University of South Dakota Soccer
- South Dakota State University Football
- University of Michigan Field Hockey
- USA Field Hockey at Spooky Nook, PA

- Penn. State University Field Hockey
- Mississippi State University Football
- University of Georgia Athletic Facilities
- University of California, Davis Field Hockey
- University of South Dakota Practice Football
- Yankton High School in Yankton, SD
- Kansas State University Baseball Field
- Rocky Top Mountain Sports Complex in Gatlinburg, TN
- University of Georgia Indoor Practice
- Arizona Cardinals Spring Facility Field



Tony Humphrey (Project Superintendent) 127 NE 110th St., K.C., MO 64155

Ph: 816-213-0426 Email: thumpgolf14@yahoo.com

Job Summary The Construction Superintendent coordinates all site construction activities and supervises all field personnel as required to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities. Maintains the job site office and closes out projects. Reports to the Project Manager.

Work Experience Mid-America Sports Construction

July 1993 - Present

Project Superintendent and Shaper

2002-Present, Athletic Field Project Superintendent Work:

Waynesville Middle School, Waynesville, MO

Rock Chalk, Lawrence, KS

Hays High School Baseball Infield, Hays, KS

Gardner Edgerton Middle School, Gardner, KS

Southmoore High School, Moore, OK

Indiana University - Bart Kaufman Softball Field, Bloomington, IN

Jenkins-Essex Elizabethtown, Elizabethtown, KY

Missouri Western University, St, Joseph, MO

Kermit High School, Kermit, TX

Greensburg High School Football Field, Greensburg, KS

Cleburne High School, Cleburne, TX

Seminole High School Indoor Field, Seminole, TX

Seminole High School Softball Field, Seminole, TX

Junction City Middle School, Junction City, KS

Kansas City Chiefs Practice Field, Kansas City, MO

Junction City High School, Junction City, KS

Benedictine College, Atchison, KS

Seminole High School Football Field, Seminole, TX

University of Central Missouri, Warrensburg, MO

Kansas University, Lawrence, KS

Kansas State University, Manhattan, KS

Missouri University, Columbia, MO

Augustana University, Sioux Falls, SD

St. Piux X High School, Kansas City, MO

University of Oklahoma, Norman, OK

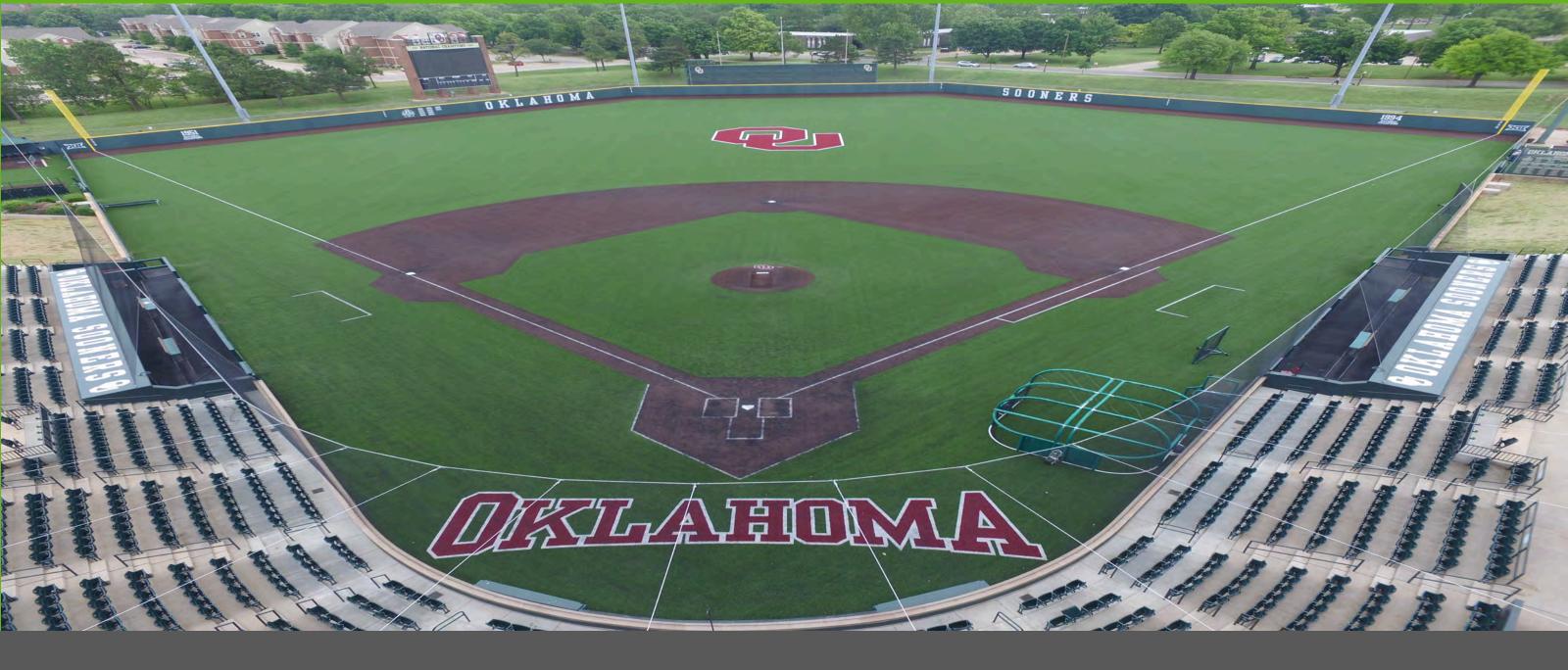
Tulane University, Baton Rouge, LA

Graduated from East Hardin High School in Glendale, Kentucky in 1978









"We are only as good as our last project."



CONTACT US

816.524.0010 info@mid-americasportsconstruction.com www.mid-americasportsconstruction.com

Baseball





Briar Cliff University

Scope: Construction and installation of a synthetic

turf

baseball infield

Architect: Design Build

Date of Completion: October 2021



Neosho High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: 2018



Washburn University

Scope:Construction and installation of a synthetic turf baseball infield.

Architect: Baraka Sports

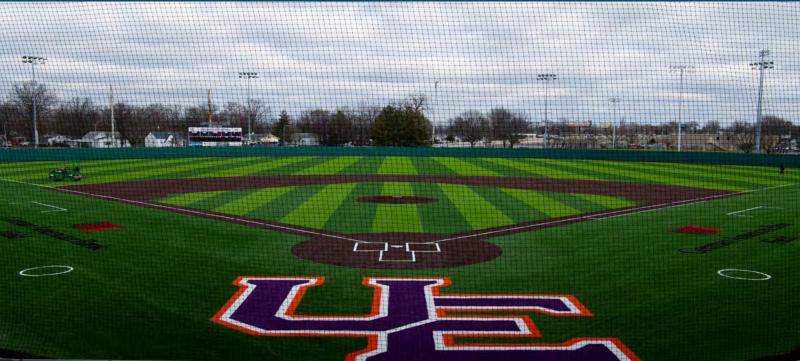
Date of Completion: January 2020

Capital City High School

Scope: Construction and installation of a synthetic turf baseball infield

Architect: Architects Alliance

Date of Completion: January 2020



Millikan University

Scope: Construction and installation of a synthetic turf

baseball field

Architect: Shai/Pattery Architects

Date of Completion: 2019



University of Evansville

Scope: Construction and instillation of a synthetic turf baseball field

Architect: N/A

Date of Completion: October 2020





Blue Springs South High School

Scope: Construction & installation of synthetic turf on

baseball field

Architect: Shive-Hattery

Date of Completion: March 2015



Blue Springs High School

Scope: Construction and installation of synthetic turf baseball field

Architect: Hollis & Miller

Date of Completion: February 2019



Johnston High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: FRK Architects

Date of Completion: 2019

West Platte R-2 School District

Scope: Construction and installation of a synthetic

turf baseball field

Architect: HTK Architects

Date of Completion: March 2019



Bellevue West High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: November 2018



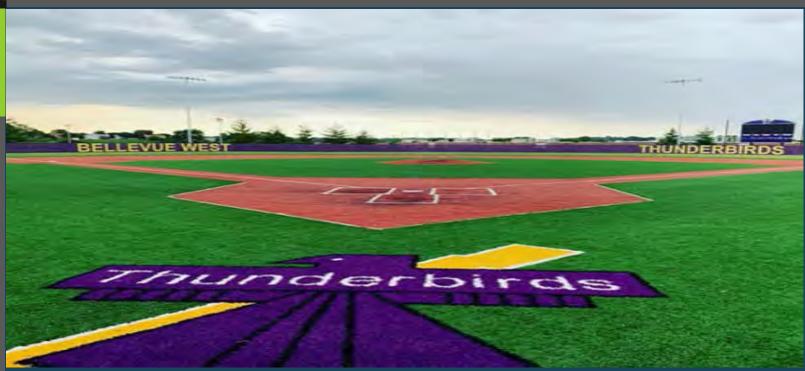
University of Missouri

Scope: Construction and installation of a

synthetic turf baseball infield

Architect: Design Build

Date of Completion: November 2019





Raytown High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Hollis & Miller

Date of Completion: January 2018

Raytown South High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Hollis & Miller

Date of Completion: September 2018





Barton County Community College

Scope: Construction and installation of synthetic turf baseball infield

Architect: HTK Architects

Date of Completion: December 2018

Yankton High School

Scope: Construction and installation of a synthetic turf

baseball field

Architect: Design Build

Date of Completion: 2018



Hays High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: July 2018



Andover High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: August 2018





Brandon Valley High School

Scope: Construction of synthetic turf on the baseball

field

Architect: Design Build

Date of Completion: October 2017



Pittsburg State University

Scope: Construction and installation of a

synthetic turf baseball field

Architect: N/A

Date of Completion: February 2018



Oral Roberts University

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: January 2018

Drury University

Scope: Construction and installation of a synthetic turf baseball field

Architect: N/A

Date of Completion: 2016



Millard North High School

Scope: Construction and installation of synthetic turf baseball infield

Architect: DLR Group

Date of Completion: 2015

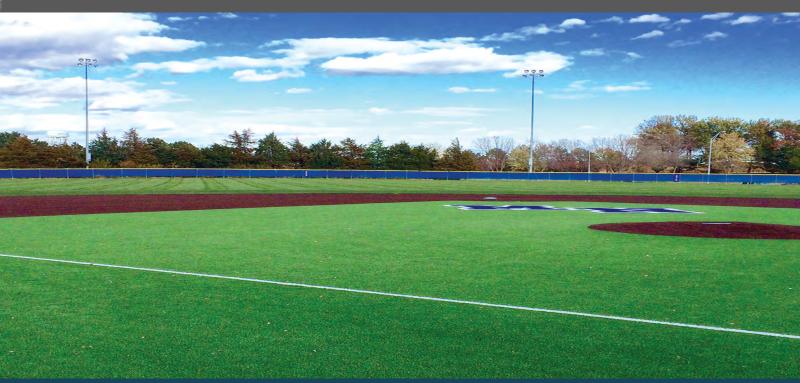


Southeast Polk High School

Scope: Construction and installation of a synthetic turf baseball field

Architect: Design Build

Date of Completion: 2016





West Fargo Baseball

Scope: Construction and installation of a

synthetic turf baseball infield

Architect: N/A

Date of Completion: February 2015

University of Iowa

Scope: Construction & installation of a synthetic turf

baseball field

Architect: Shive-Hattery

Date of Completion: March 2015



The LaRoche Baseball Complex

*Donated by Adam LaRoche

Scope: Construction of synthetic turf baseball infield

Architect: Design Build

Date of Completion: September 2014

University of Arkansas

Scope: Construction and installation of a synthetic turf indoor baseball facility

Architect: AMAI Architects & VSR Design

Date of Completion: March 2014



David Allen Memorial Ball Park

Scope: Construction and installation of a synthetic turf baseball infield

Architect: Design Build

Date of Completion: November 2013

Johnson County Community College

Scope: Construction and installation of a synthetic turf baseball field

Architect: Amai Architects & VSR Designs

Date of Completion: 2013





Augustana University

Scope: Construction and installation of a synthetic turf

baseball infield

Architect: Architects Incorporated

Date of Completion: 2012



NW Oklahoma State University

Scope: Construction and installation of a synthetic turf

baseball infield

Architect: Easley & Associates

Date of Completion: January 2012



Fort Hayes State University

Scope: Construction and installation of a synthetic

turf baseball infield

Architect: Design Build

Date of Completion: 2012

Kansas State University

Scope: Construction and Installation of a synthetic turf baseball field

Architect: N/A

Date of Completion: November 2010



Missouri Western State University

Scope: Construction and installation of synthetic turf baseball infield

Architect: URS

Date of Completion: July 2009



University of Kansas

Scope: Construction of synthetic turf baseball

field

Architect: Gould Evans

Date of Completion: August 2010





AstroTurf. PRODUCT FACT SHEET

ROOTZONE DIAMOND-i OPS 52

Today's premiere baseball and softball surface, Diamond Series handles ball bounce exactly like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

This product features unique fibers – diamond-shaped polyethylene face fibers, diamond-shaped nylon face fibers and nylon RootZone fibers. The use of nylon in this area of the field is critical and sets AstroTurf's Diamond Series apart. Not only does it boost longevity for some of the most heavily used areas in all of sports, it also creates more realistic sliding distances.

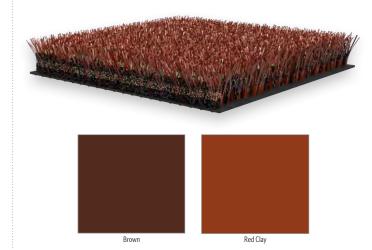
The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill – dramatically reducing infill spray during play and infill migration over time. With a RootZone, hops and slaps are more natural because the ball is less susceptible to interference from sand/rubber splash and flyout. Fewer divots are seen than on other synthetic fields.

It's all about the bounce.

- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Diamond-shaped PE and Nylon face fibers that are designed to lay over and replicate clay
- Nylon adds durability and realistic sliding distances
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting

ROOTZONE DIAMOND-i OPS

The RootZone Diamond-i OPS product is used to replicate clay on baseball and softball fields.



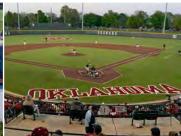
"Our new facility has been outstanding for many reasons. With such a great playing surface we are able to utilize our practice time much better and we don't have rainouts. It has been great for recruiting."

Jim Sherman, Head Coach, University of Delaware

- Nylon RootZone infill stabilization system
- Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory
- ◆ Infill mixtures specifically designed to play like clay









Midwestern State University - Wichita Falls, TX

Northwestern University - Evanston, I

University of Oklahoma - Norman, Ol

Washington State University - Pullman, WA

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Diamond Polyethylene/Nylon twisted Monofilament and Nylon RootZone	N/A
Yarn Denier	15,800 (10 ends/1,060 per end for Mono, 8 ends/650 denier per end for RootZone)	D-1577
Yarn Thickness	241 microns for Mono, 100 microns for RootZone	D-3218
Pile Weight	52 oz per SY	D- 5848
Finished Pile Height	1.5"	D-5823
Standard Field Color	Red Clay, Brown	None
Construction	Tufted	None
Turf Density	1,248 oz/yd³	HUD 44d
Gauge	3/8"	D-5793
Primary Backing	7.0 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	78.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	>50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F PE / 428° F Nylon	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Baseball Installations:

Abilene Christian University (TX)
Ball State University (IN)
Dallas Baptist University (TX)
University of Delaware (DE)
Eastern Michigan University (MI)
University of Iowa (IA)
University of Michigan (MI)
Northwestern University (IL)
University of Oklahoma (OK)
Oral Roberts University (OK)

University of Portland (OR)
University of Richmond (VA)
Sam Houston State University (TX)
University of San Francisco (CA)
Seattle University (WA)
Southern Illinois University (IL)
Washington State University (WA)
Western Kentucky University (KY)
West Virginia University (WV)

Softball Installations:

Abilene Christian University (TX) Ball State University (IN) Liberty University (VA) University of Michigan (MI)





















ROOTZONE DIAMOND BLEND OPS 52

AstroTurf.
PRODUCT FACT SHEET

Today's premiere baseball and softball surface, Diamond Series, handles ball bounce like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

This product features three unique fibers – slit film fibers for durability, TRIONIC monofilament fibers for aesthetics and RootZone fibers for playability. The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill – dramatically reducing infill spray during play and infill migration over time. With a RootZone, hops and slaps are more natural because the ball is less susceptible to interference from sand/rubber splash and fly-out. Fewer divots are seen than on other synthetic fields.

Plus, this system now includes the exciting new TRIONIC monofilament fiber as a standard feature. For the first time in the history of the industry, our experts have molecularly fused Polyethylene and Nylon into a single Trionic fiber. That translates to softness AND durability.

It's all about the bounce.

"We couldn't be more pleased with AstroTurf Diamond Series for our baseball field. The follow up and service after the completion is second to none. We're happy to be a part of the AstroTurf family."

Ryan Folmar, Head Baseball Coach, Oral Roberts University

ROOTZONE DIAMOND BLEND OPS

The RootZone Diamond Blend OPS product is used for the grass portions of baseball and softball fields.



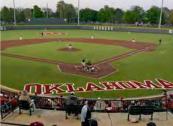


Colors to be manufactured with PE Legend Fiber

- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Trionic monofilament fibers featuring a proprietary co-polymer blend of Polyethylene and Nylon in a single fiber
- Extremely durable slit film fibers for resistance to wear
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- ◆ RootZone infill stabilization system
- Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory









Northwestern <u>University - Evanston, I</u>

University of Michigan – Ann Arbor, MI

University of Oklahoma - Norman, Oh

Washington State University - Pullman, WA

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Trionic PE/PA Co-Polymer Monofilament, Polyethylene Slit Film and RootZone	N/A
Yarn Denier	16,000 (6 ends/1,800 per end for Mono, 10,000 per end for Slit Film and 8 ends/700 denier per end for RootZone)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film and 100 microns for RootZone	D-3218
Pile Weight	52 oz per SY	D- 5848
Finished Pile Height	1.5"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	936 oz/yd³	HUD 44d
Gauge	3/8"	D-5793
Primary Backing	7.0 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	78.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Baseball Installations:

Abilene Christian University (TX)
Ball State University (IN)
Dallas Baptist University (TX)
University of Delaware (DE)
Eastern Michigan University (MI)
University of Iowa (IA)
University of Michigan (MI)
Northwestern University (IL)
University of Oklahoma (OK)
Oral Roberts University (OK)

University of Portland (OR)
University of Richmond (VA)
Sam Houston State University (TX)
University of San Francisco (CA)
Seattle University (WA)
Southern Illinois University (IL)
Washington State University (WA)
Western Kentucky University (KY)
West Virginia University (WV)

Softball Installations:

Abilene Christian University (TX) Ball State University (IN) Liberty University (VA) University of Michigan (MI)





















AstroTurf. PRODUCT FACT SHEET

ROOTZONE DIAMOND ERA OPS 90

Today's premiere baseball and softball surface, Diamond Series handles ball bounce exactly like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

The torque generated in pitching and batting makes these areas the most used and abused of any sports field. But the ERA system is designed to stand up to this heavy use.

ERA stands for Extra Resilience Area. This product features unique fibers packed into an incredibly dense fiber matrix. Diamond-shaped polyethylene face fibers, diamond-shaped nylon face fibers and nylon RootZone fibers comprise the RootZone Diamond ERA OPS. The use of nylon in this area of the field is critical and the durability sets AstroTurf's Diamond Series apart. Plus, eight sets of batters' boxes come with every field!

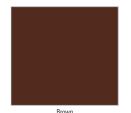
It's all about the bounce.

- Extremely dense profile for ultimate durability
- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Diamond-shaped PE and Nylon face fibers that are designed to lay over and replicate clay
- Nylon boosts durability
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting

ROOTZONE DIAMOND ERA OPS

The RootZone Diamond ERA OPS product is used for the batters' boxes, catchers' boxes and pitching areas of baseball and softball fields.





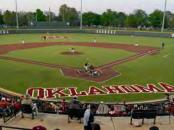


"I was 100% against artificial mounds and now that I've experienced the benefits of AstroTurf mound technology I am for it because it saves games constant rainouts."

Skip Johnson, Head Baseball Coach, University of Oklahoma

- Nylon RootZone infill stabilization system
- ◆ Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory
- Infill mixtures specifically designed to play like clay









Oral Roberts University - Tulsa, OK University of

University of Portland - Portland, OR

Washington State University - Pullman, WA

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Diamond Polyethylene/Nylon twisted Monofilament and Nylon RootZone	N/A
Yarn Denier	15,800 (10 ends/1,060 per end for Mono, 8 ends/650 denier per end for RootZone)	D-1577
Yarn Thickness	241 microns for Mono, 100 microns for RootZone	D-3218
Pile Weight	90 oz per SY	D- 5848
Finished Pile Height	1.5"	D-5823
Standard Field Color	Red Clay, Brown	None
Construction	Tufted	None
Turf Density	2,160 oz/yd³	HUD 44d
Gauge	3/16"	D-5793
Primary Backing	7.0 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	116.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 100'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	>50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F PE/ 428° F Nylon	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Baseball Installations:

University of Oklahoma (OK) Oral Roberts University (OK) University of Portland (OR) Seattle University (WA) Washington State University (WA)

Softball Installations:

Pittsburg State University (KS) Maize Unified School District (KS)





















AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES









Warranty on AstroTurf® Synthetic Turf

AstroTurf Corporation, ("AstroTurf") warrants the synthetic grass surface (the "Product") **2021 Sample Warranty** (the "Project") for a period of eight (8) years from the date of Substantial Completion of **Product installation** against defects in materials and/or workmanship, including ultraviolet degradation, excessive fading, seam rupture or dislodgment. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship, at no cost to the Owner.

AstroTurf also guarantees that the average G-Max level of its field will not exceed 165 for the duration of the warranty. If the average of the G-Max readings exceeds 165 during the warranty period, AstroTurf will take whatever measures necessary, at no cost to the Owner, to return the G-Max scores to, or below,165. The recommendations for proper maintenance of your AstroTurf surface, as outlined in our 'Owner's Manual and Guidelines' (attached hereto), shall be considered in determining neglect or proper maintenance of the synthetic grass surface and shall be considered an integral part of this warranty. The Owner is required to keep logs, manuals or other written documentation of all field maintenance completed on the referenced field, clearly showing dates, work completed and specific names of those performing the required maintenance procedures. Failure to perform scheduled maintenance, maintain the required documentation or failure to utilize properly trained maintainers may void this warranty.

This warranty, specifically, does not pertain to or obligate AstroTurf in any way regarding material applied or labor performed which was not under AstroTurf's control or which was supplied or performed by others who are not parties to the performance contract or this warranty. That is, AstroTurf will not warrant the performance or suitability of the sub-base, drainage system, and other items incorporated in the project as a whole. Assistance or recommendations provided to the Owner or his representatives or AstroTurf's approval of Owner's or his representatives' designs, plans or drawings in no way extend this warranty to materials or workmanship beyond those specifically supplied or controlled by Astroturf.

AstroTurf does not warrant against normal wear and tear, as determined by an independent lab specializing in synthetic grass. AstroTurf also does not warrant against damage caused, directly or indirectly, by accident, improper use, negligence, abuse, neglect, vandalism, machinery, metal cleats or metal spiked shoes, animals, fire, flood, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of installation, the driving of motorized vehicles on the surface that exceed 2500 lbs., the driving of motorized vehicles under 2500 lbs at a speed of more than 5 miles per hour, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, the use of dry cleaning fluids or improper cleaning methods, change in water table, exposure to light other than natural light or approved artificial light, or other acts of God.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole option, replacement of all or a portion of the affected parts covered by this warranty. The remedy of repair or replacement set forth in this warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions, or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this warranty for AstroTurf, and only the guarantee expressed herein shall apply.



AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES









The obligations of AstroTurf® under the warranty are subject to full payment of all monies due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will handle all warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project and within thirty (30) days of the Owner learning of the cause giving rise to its claim. This warranty is not transferable and is made between the parties listed below.

Date of Substantial Completion: mm/dd/2021	
Issued to Owner: 2021 Sample Warranty	
Project Location: 2021 Sample Warranty	
Expiration Date: mm/dd/2029	
Approved by AstroTurf Corporation:	
By: Vice President of Operations	Date:
Witness:	Date:

AstroTurf® is a registered trademark of the United States Patent and Trademark Office. All rights reserved



AFFIDAVIT

STATE OF Missouri			
OUNTY OF Jackson) SS.			
Mike Cordellof the city of Lee's Summit			
County of <u>Jackson</u> State of <u>Missouri</u> being duly sworn on her or his oath, deposes and says,			
Mid-America Golf & Landscape, Inc. 1. That I am the <u>Secretary / Treasurer</u> (Title of Affiant) of <u>DBA Mid-America Sports Construction</u> (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.			
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).			
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.			
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.			
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.			
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.			
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.			
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.			
Mid-America Golf & Landscape, Inc. DBA Mid-America Sports Construction (Name of Bidder)			
By: (Signature of Affiant)			
Secretary / Treasurer (Title of Affiant)			
Subscribed and sworn to before me this			
NOTARY PUBLIC in and for the County of Jackson (SEAL)			
State of Missouri			
My Commission Expires: Commission My Commission My Commission My Commission My Commission My Commission My Commission Expires			

STATEMENT OF NO BID

TO:

Jackson County Purchasing Department Jackson County Courthouse 415 East 12th Street, Room G1 Kansas City, MO 64106

We, the	undersigned, have declined to submit a bid in response to this Invitation to Bid for the following reasons(s):
	Specifications too "tight", i.e., geared toward one brand or supplier.
	Insufficient time to respond to the bid.
	We do not offer this product or service.
	Our schedule would not permit us to perform.
	We are unable to meet specifications.
	We are unable to meet bond requirements.
***	Specifications are not clear (explain).
	We are unable to meet insurance requirements.
	Remove us from your list for this commodity or service.
	Other (explain).
REMAI	RKS
Compar	y Name: Mid-America Golf & Landscape, Inc. DBA Mid-America Sports Construction
Signatu	re: Kirk Grego
Telepho	ne: <u>816-524-0010</u>
Date: .I	une 28, 2022

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1 in accordance with information, instructions, and stipulations set forth therein.	and that this Bid is submitted
Kink anna	h 00, 0000
Kirke Grago Signature of Respondent	<u>June 28, 2022</u> Date
Mid-America Golf & Landscape, Inc. DBA Mid-America Sports Construction Company Name	
1621 SE Summit Street Address	
Lee's Summit, MO 64081	816-524-0010
City, State, and Zip	Phone

EXHIBIT F

BIDDER'S EXCEPTIONS TO SPECIFICATIONS OF JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 56-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. <u>READ THIS PARAGRAPH</u> <u>CAREFULLY.</u>

The following exceptions to the Specifications of Invitation to Bid No. 56-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE	
PARA # & PAGE #	EXCEPTION REQUESTED
B. Wald Dane	vian Calf V Landanana Inc

Mid-America Golf & Landscape, Inc.

Name of Firm: DBA Mid-America Sports Construction

Signature of Bidder: 🟒



(816) 881-3302 FAX (816) 881-3340 CRO@JACKSONGOV.ORG WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number:	56-22			
Bid/RFP/RFQ Title:	Replacement of Infield Turf			
Contracting Department:	Parks + Recs Department			
Respondent:	Mid-America Golf & Landscape, Inc. DBA Mid-America Sports Construction			
I, <u>Kirk Grego</u>	, of lawful age and upon my oath state as follows:			
This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.				
The goals set by Jackson Co	unty, Missouri are:			
_ <u>0</u> % MBE0 % WBE	0% VBE			
2. Bidder stipulates that it will participation in the above bid	itilize a minimum of the following percentages of MBE/WBE/VBE			
3. The following are the MBE/WB maintains that it either has a	E/VBE Contractors to be utilized on the above-named solicitation. Respondent formal contract or a conditional contract contingent upon award.			
Please note:				
a. If Bidder is a certified MBE, W	BE, or VBE firm, it may list itself in the appropriate area below.			
b. No contractor may be listed un	der multiple categories below regardless of certifications.			
7				
CUP RECEIVED:	***INTERNAL USE ONLY***CUP APPROVED:			
GFE RECEIVED:	GFE APPROVED:			
CUP REVISED:	REVISION APROVED:			
APPROVED G	OALS: MBE VBE			
RES/ORD:	AMT AWARDED:			
NOTES:				

Add Additional Pages as Necessary

Description

Bidder Response

A.	MBE Firm:	INTERNAL USE
	Address line 1:	ONLY
	Address line 2-include County:	Certifying Agency:
	Telephone Number:	KCMO
	President/Owner:	State of MO
	Email Address:	Approved: Y N
	Certifying Agency	
	Expiration Date of Certification:	Sub A Contract
	Scopes of Work Utilized:	Value:
	Percentage of Contract Awarded:	\$
B.	MBE Firm:	INTERNAL USE
	Address line 1:	ONLY
	Address line 2-include County:	Certifying Agency:
	Telephone Number:	KCMO
	President/Owner:	State of MO
	Email Address:	Approved: Y N
	Certifying Agency	
	Expiration Date of Certification:	Sub B Contract
	Scopes of Work Utilized:	Value:
	Percentage of Contract Awarded:	\$
v		
C.	MBE Firm:	INTERNAL USE
	Address line 1:	ONLY
	Address line 2-include County:	Certifying Agency:
	Telephone Number:	KCMO
	President/Owner:	State of MO
	Email Address:	Approved: Y N
	Certifying Agency	
	Expiration Date of Certification:	Sub C Contract
	Scopes of Work Utilized:	Value:
	Percentage of Contract Awarded:	\$
	TC	TAL MBE VALUE \$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a Good Faith Effort Form if it will be unable to meet the participation goals. A Good Faith Effort Form documents the efforts a respondent puts forth to achieve the MBE and/or WBE goals on a project. Simply stating that goals cannot be met is not considered sufficient.

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

Contact the Compliance Review Office for assistance or to request forms.

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Kirk Grego			
Title: President	Email: estimating@mid-americagolf.com		
Date: <u>June 28, 2022</u>	Phone: 816-524-0010		
Subscribed and sworn to before me this			
(Attac	Notary Public ch corporate seal if applicable)		

For questions on this form please contact:

Compliance Review Office 816-881-3302 CRO@jacksongov.org KRISTI HERRINGTON My Commission Expires November 27, 2022 Jackson County Commission #18061132

Infield only Conversion to Synthetic Turf

Task	Start Date	Finish Date
Mobilization	10/18/2022	10/21/2022
Base Construction Field 1	10/24/2022	11/21/2022
Synthetic Turf Install Field 1	11/22/2022	12/6/2022
Base Construction Field 2	11/24/2022	12/21/2022
Synthetic Turf Install Field 2	12/22/2022	1/6/2022
Base Construction Field 3	12/27/2022	1/23/2022
Synthetic Turf Install Field 3	1/24/2022	2/7/2022
Base Construction Field 4	1/24/2022	2/14/2022
Synthetic Turf Install Field 4	2/15/2022	2/28/2022
Base Construction Field 5	2/15/2022	3/7/2022
Synthetic Turf Install Field 5	3/8/2022	3/15/2022

Full Field Conversion to Synthetic Turf

Task	Start Date	End Date
Mobilization	10/18/2022	10/21/2022
Base Construction Field 1	10/24/2022	12/1/2022
Synthetic Turf Install Field 1	12/2/2022	12/14/2022
Base Construction Field 2	11/8/2022	12/20/2022
Synthetic Turf Install Field 2	12/21/2022	1/4/2023
Base Construction Field 3	11/15/2022	12/27/2022
Synthetic Turf Install Field 3	1/5/2023	1/19/2023
Base Construction Field 4	12/28/2022	2/8/2023
Synthetic Turf Install Field 4	2/9/2023	2/16/2023
Base Construction Field 5	12/29/2023	2/9/2023
Synthetic Turf Install Field 5	2/10/2023	2/24/2023

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with one twelve-month option to extend, for the furnishing of locksmith services for use by the Public Works, Corrections, and Parks + Rec Departments and the Sheriff's Office, to Greg's Lock and Key Service of Independence, MO, and Kenton Brothers Systems for Security, of Kansas City, MO, under the terms and conditions of Request for Proposals No. 37-22.

RESOLUTION NO. 21028, August 22, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals pursuant to Request for Proposals No. 37-22 for locksmith services for use by the Public Works, Corrections, and Parks + Rec Departments and the Sheriff's Office; and,

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

BIDDERS

Greg's Lock and Key Services Independence, MO

Kenton Brothers Systems for Security Kansas City (Jackson County), MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts, with one twelve-month option to extend to Greg's Lock and Key Service of Independence, MO, and Kenton Brothers Systems for Security of Kansas City, MO, as the lowest and best responsive bidders; and,

WHEREAS, as split award is recommended to allow using County departments to utilize the provider more familiar with the various County facilities; and,

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

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

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

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

County Counselor
resolution, Resolution No. 21028 of August 22, 2022, 2022 by the Jackson Countyere as follows:
Nays
Absent
Mary Jo Spino, Clerk of Legislature
asis and does not obligate Jackson County to pay any of funds for specific purchases is subject to annua
Chief Administrative Officer

Res. #21028

Sponsor: Tony Miller Date: August 22, 2022

Completed by Cou	inty Counselor's Office		
Action Requested:	Resolution	Res.Ord No.:	21028
Sponsor(s):	Tony Miller	Legislature Meeting Date:	8/22/2022

Introduction		
Action Items: ['Award']		
Project/Title:		
rioject/fitte.	 6 (4) = 1	

Awarding a split Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Locksmith Services for use by Various County Departments to Greg's Lock and Key Service, Inc of Independence, Missouri and Kenton Brothers Systems for Security of Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 37-22

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Locksmith Services. The Purchasing Department issued Invitation to Bid No. 37-22 in response to those requirements. A total of 50 notifications were distributed, six (6) viewed with two (2) responses received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotations and the using departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends a split award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of Locksmith Services to Greg's Lock and Key Service, Inc, of Independence, Missouri and Kenton Brothers Systems for Security of Kansas City, Missouri under the terms and conditions of Invitation to Bid No. 37-22 as the best qualified bids received. A split award is recommended for both vendors because they have successfully met needs as prior awardees of same contract and are familiar with all Jackson County Facilities.

The following are estimated annual usage figures for the County Departments:

- Department of Corrections \$50,000
- Parks + Rec \$7,000
- Sheriff's Office \$6,000
- Public Works \$3,000
- Total \$66,000

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

Contact Informat	ion		
Department:	Finance	Submitted Date:	8/2/2022

Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19472	May 1, 2017

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

Compliance
Certificate of Compliance
In Compliance
Minority, Women and Veteran Owned Business Program
Goals are waived - insufficient MBE or WBE firms available
MBE: .00%
WBE: .00%
VBE: .00%

Prevailing Wage	
Not Applicable	

Fiscal Information

• This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

History

Submitted by Finance requestor: Keith E. Allen on 8/2/2022. Comments:

Approved by Department Approver Bob Crutsinger on 8/2/2022 12:07:28 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/2/2022 12:17:41 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/2/2022 4:09:08 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/3/2022 9:07:36 AM. Comments: No fiscal note for T&S contracts.

Approved by Executive Office Approver Sylvya Stevenson on 8/3/2022 11:23:02 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/8/2022 2:08:22 PM. Comments: Please update wording to "50 notifications were distributed and viewed." Thanks!

Submitted by Reguestor Keith E. Allen on 8/8/2022 2:46:11 PM. Comments:

Approved by Department Approver Bob Crutsinger on 8/8/2022 3:50:38 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/8/2022 4:16:30 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/9/2022 9:10:52 AM. Comments:

Approved by Budget Office Approver Mark Lang on 8/9/2022 9:24:21 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/9/2022 12:52:32 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 3:26:21 PM. Comments:



Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



TO:

Keith Allen, Senior Buyer

FROM:

Deloris Wells, Deputy Director of Administration JCDC

Deloris Wells

SUBJECT:

Recommendation Memo-Locksmith Services

DATE:

June 24, 2022

Mr. Allen,

We have completed our review of proposal for locksmith services and recommend splitting the contract between Kenton Brothers and Greg's Lock and Key. Both vendors have successfully met our needs in a timely manner. Splitting the award will give us access to both vendors which should increase the ability to receive the services we need in a timely manner.

We anticipate \$50,000.00 in annual spend for locksmith services.

D. Wells.



22807 Woods Chapel Road Blue Springs, Missouri 64015 MakeYourDayHere.com Michele Newman, Director (816) 503-4800 Fax: (816) 795-1234

MEMORANDUM

TO: Keith Allen, Senior Buyer, Purchasing

FROM: John Johnson, Superintendent, Park Operations

DATE: May 31, 2022

SUBJECT: No. 37-22, Locksmith Services

The Parks Department recommendation is to split the awarded bid to both Greg's Lock and Key and Kenton Brothers Systems for Security. Both have done well in providing parts and service to Parks + Rec.

Parks operates 7-days a week and outside normal business hours, so having two contractors allows Parks to better serve patrons since one of the vendors can respond to emergency issues when the other is unavailable.

Additionally, Parks generally utilizes the two companies for different core services, e.g. one for support of video surveillance security, one for providing secure padlocks.

Both contractors have excellent institutional knowledge regarding the video systems, keying systems and locks used in the park system.

Parks projected usage during the next twelve months is \$6,500.

Please advise if you have questions or need additional information.

Thank you.



Jackson County Public Works Department

ROAD MAINTENANCE

34900 E. Old US 40 Hwy, P.O. Box 160 Grain Valley, Missouri 64029 (816) 847-7050 phone (816) 847-7051 fax

MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: July 19, 2022

SUBJECT: Recommendation for Vendors: Greg's Lock & Key Service, Inc. and Kenton

Brothers Inc.

Please consider bid No. 37-22 Locksmith Services and Security System Equipment & Service be split and awarded to Greg's Lock & Key Service, Inc. and Kenton Brothers Inc.

One single vendor does not accommodate every need for specific keys or specific manufacturer repair of County door locks. Also, one vendor may have a cheaper price than the other for certain parts or service. In addition, both vendors have extensive previous experience working on County Equipment, but each vendor specializes in certain areas such as automobile locks versus building door locks and keys.

It is estimated that Road & Bridge Public Works could spend approximately \$5,000.00 annually between these 2 vendors.

For the reasons above, it has been requested that bid No. 37-22 Locksmith Services and Security System Equipment & Service be split and awarded to Greg's Lock & Key Service, Inc. and Kenton Brothers Inc

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Keith Allen, Purchasing

FROM: Beth Money, Office Administrator

CC: Sgt. Eli Postlethwait

RE: Recommendation Memo 37-22 – Locksmith Services

Date: June 7, 2022

The Sheriff's Office has an ongoing need for vendors to provide locksmith services. Sgt. Eli Postlethwait has reviewed the bids submitted by Greg's Lock & Key and Kenton Brothers, Inc. It was determined that both submitted bids will meet our needs; therefore, we recommend awarding the contract to both vendors, Greg's Lock & Key and Kenton Brothers, Inc.

The Sheriff's Office will spend approximately \$6,000 annually using this contract.



37-22 - Locksmith Services

Project Overview

Project Details	
Reference ID	37-22
Project Name	Locksmith Services
Project Owner	Keith Allen
Project Type	ITB
Department	Purchasing
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for a Twelve-Month (12) Term and Supply Contract with One (1) Twelve Month (12) Option to Extend for the furnishing of Locksmith Services and Security System Equipment and Services for use by Various County Departments.
Open Date	Apr 21, 2022 12:00 PM CDT
Close Date	May 24, 2022 2:00 PM CDT

Highest Scoring Supplier	Score
GREGS LOCK & KEY SERVICE, INC	48 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Addenda	May 24, 2022 2:10 PM CDT	Keith Allen
Affidavit	May 24, 2022 2:10 PM CDT	Keith Allen
Certificate of Compliance	May 24, 2022 2:10 PM CDT	Keith Allen
Term & Supply Contract	May 24, 2022 2:10 PM CDT	Keith Allen
Statement of No Bid	May 24, 2022 2:10 PM CDT	Keith Allen
Scope of Services	May 24, 2022 2:10 PM CDT	Keith Allen
Quotation Sheet - Attachment 1	May 24, 2022 2:10 PM CDT	Keith Allen
Exceptions	May 24, 2022 2:10 PM CDT	Keith Allen
Statement of Contractor Qualifications	May 24, 2022 2:10 PM CDT	Keith Allen
Greater Kansas City Metro Area Memo	May 24, 2022 2:10 PM CDT	Keith Allen



Proposal Scores

GREGS LOCK & KEY SERVICE, INC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Affidavit	Addenda	Certificate of Compliance	Exhibit F = Bidder's Exceptions	Greater Kansas City Memo
Reviewer	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	Pass	Pass	Pass	Pass	Pass
Average:	Pass	Pass	Pass	Pass	Pass
	\	↓	↓	↓	↓
Calculated:	Pass	Pass	Pass	Pass	Pass



	Statement of Contractor's Qualifications	Term and Supply Contract	Quotation Sheet - Attachment 1
Reviewer	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	Pass	Pass	Pass
Average:	Pass	Pass	Pass
	↓ ↓	↓	↓
Calculated:	Pass	Pass	Pass

Evaluation Group 2 - Department Evaluation

	Total	A - Pricing	A-1 - Statement of Contractor's Qualifications	A-2 - Exhibit F - Exceptions	A-3 - Attachment 1 - Quotation Sheet
Reviewer	/ 50 pts	/ 50 pts	/ 20 pts	/ 5 pts	/ 25 pts
Deloris Wells	45 pts	45 pts	15 pts	5 pts	25 pts



	Total	A - Pricing	A-1 - Statement of Contractor's Qualifications	A-2 - Exhibit F - Exceptions	A-3 - Attachment 1 - Quotation Sheet
Reviewer	/ 50 pts	/ 50 pts	/ 20 pts	/ 5 pts	/ 25 pts
John Johnson	47 pts	47 pts	20 pts	5 pts	22 pts
Eli Postlethwait	50 pts	50 pts	20 pts	5 pts	25 pts
Matt Willier	50 pts	50 pts	20 pts	5 pts	25 pts
		Average:	18.75 pts	5 pts	24.25 pts
			<u> </u>	\	\
Calculated:	48 pts	48 pts	18.75 pts	5 pts	24.25 pts



Kenton Brothers Systems for Security - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Affidavit	Addenda	Certificate of Compliance	Exhibit F = Bidder's Exceptions	Greater Kansas City Memo
Reviewer	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	Pass	Pass	Pass	Pass	Pass
Average:	Pass	Pass	Pass	Pass	Pass
	\	\	↓	↓	↓
Calculated:	Pass	Pass	Pass	Pass	Pass



	Statement of Contractor's Qualifications	Term and Supply Contract	Quotation Sheet - Attachment 1
Reviewer	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	Pass	Pass	Pass
Average:	Pass	Pass	Pass
	↓ ↓	↓	↓
Calculated:	Pass	Pass	Pass

Evaluation Group 2 - Department Evaluation

	Total	A - Pricing	A-1 - Statement of Contractor's Qualifications	A-2 - Exhibit F - Exceptions	A-3 - Attachment 1 - Quotation Sheet
Reviewer	/ 50 pts	/ 50 pts	/ 20 pts	/ 5 pts	/ 25 pts
Deloris Wells	45 pts	45 pts	20 pts	5 pts	20 pts



	Total	A - Pricing	A-1 - Statement of Contractor's Qualifications	A-2 - Exhibit F - Exceptions	A-3 - Attachment 1 - Quotation Sheet
Reviewer	/ 50 pts	/ 50 pts	/ 20 pts	/ 5 pts	/ 25 pts
John Johnson	46 pts	46 pts	19 pts	5 pts	22 pts
Eli Postlethwait	49 pts	49 pts	20 pts	5 pts	24 pts
Matt Willier	50 pts	50 pts	20 pts	5 pts	25 pts
		Average:	19.75 pts	5 pts	22.75 pts
			↓	\	\
Calculated:	47.5 pts	47.5 pts	19.75 pts	5 pts	22.75 pts

ATTACHMENT 1 BIDDER'S QUOTATION SHEET

Item Number	Description	Price/Discount	
1.	Locks, Latches & Keys – Provide the Manufactures Catalog with Pricing/Pricing Sheets and list discount from Pricing (may attach additional sheets if necessary)	33 %	
2.	Rekeying Services – In Shop	\$ 	LINDER
3.	Rekeying Services – Onsite	\$ 18+ /per hour CY	
4.	Door Closure Services	\$ 757per hour	
5.	Key Duplication – In Shop	.0 //00	
	Standard	\$ 2.25+/each	
	Double Sided	\$ 3.50 + /each	
	Tubular	\$ 6.50 /each	
	Steel Keys	\$ 6.00 - 12.00/each	
6.	Combinations Changes	3.00	
	Per Key Change	\$ /each	
	Per Hand Change	\$ /each	
	Combination Change	\$ 60 /lock	
	Key Different/Master Key	\$ /each	
	Extra Keys	\$ /each	
	Master Keys	\$ /each	
	Stamp Charge	\$ 00 /each	
7.	Electronic Access, Monitoring Devices, Video	1,00 ,000.	
	Surveillance Systems, Miscellaneous Parts -	1	
	Provide the Manufactures Catalog with		
	Pricing/Pricing Sheets and list discount from		
	pricing (may attach additional sheets if necessary)	33 %	
8.	Installation, Service and Repair of Electronic	- ~	
	Access, Monitoring Devices and Surveillance		
	Systems	\$ /00 /per hour	

SIGNATURE:	DATE: 05/11/2022
NAME (PRINT): BRENT FASSE	PHONE: (816)836-3639
TITLE (PRINT): SECRETARY	CELL:
COMPANY NAME (PRINT) GREGS LOCK & KEY SERVICE, INC	FAX: (816)836-3933
E-MAIL ADDRESS (PRINT) GREGSLOCK @ YAHOO. COM	
URL (PRINT):	

ATTACHMENT 1BIDDER'S QUOTATION SHEET

Item Number	Description	Price/Discount
1.	Locks, Latches & Keys – Provide the Manufactures	
	Catalog with Pricing/Pricing Sheets and list	
	discount from Pricing (may attach additional	Please see Attachment A
	sheets if necessary)	35 %
2.	Rekeying Services – In Shop	\$ 85.00/per hour
3.	Rekeying Services – Onsite	\$ 95.00/per hour
4.	Door Closure Services	\$ 85.00/per hour
5.	Key Duplication – In Shop	
	Standard	\$ 3.00 /each
	Double Sided	\$ 4.00 /each
	Tubular	\$ 7.00 /each
	Steel Keys	\$ 10.00 /each
6.	Combinations Changes	
	Per Key Change	\$ 65.00 /each
	Per Hand Change	\$ 75.00 /each
	Combination Change	\$ _{15.00} /lock
	Key Different/Master Key	\$ 17.00/each
	Extra Keys	\$ 3.00 /each
	Master Keys	\$ 3.00 /each
	Stamp Charge	\$.50 /each
7.	Electronic Access, Monitoring Devices, Video	
	Surveillance Systems, Miscellaneous Parts –	
	Provide the Manufactures Catalog with	Please See Attachment A
	Pricing/Pricing Sheets and list discount from	
	pricing (may attach additional sheets if necessary)	15-25% %
8.	Installation, Service and Repair of Electronic	
	Access, Monitoring Devices and Surveillance	
	Systems	\$ 95.00 /per hour

SIGNATURE: Suid Sheekland	DATE: 05/17/2022
NAME (PRINT): David Strickland	PHONE: 816842-3700
TITLE (PRINT): COO	CELL: 913-787-2110
COMPANY NAME (PRINT) Kenton Brothers Inc.	FAX: 816-471-1897
E-MAIL ADDRESS (PRINT) davids@kentonbrothers.com	
URL (PRINT): www.kentonbrothers.com	

Attachment A

Locks, Latches and Keys

Manufacturer	Web Catalog	Discount off of list
Assa Abloy Products	http://www.assalock.com/en/site/assalock/	35%
Yale	http://www.yalecommercial.com/en/yale/yalecommercialcom/	35%
Sargent	http://www.sargentlock.com/products/	35%
Medeco	http://www.medeco.com/en/site/medeco/products/	35%
Arrow	http://www.arrowlock.com/en/site/arrowlock/Additional-Resources/catalog/	35%
Corbin Russwin	http://www.corbinrusswin.com/en/site/corbin-russwin/product-information/	35%
Marks USA	http://www.marksusa.com/catalogs.html	35%
Allegion Products	http://us.allegion.com/communities/architects/Pages/catalogs.aspx	35%
Schlage	http://us.allegion.com/brands/schlage/pages/default.aspx	35%
Von Duprin	http://us.allegion.com/brands/von_duprin/Pages/default.aspx	35%
LCN	http://us.allegion.com/brands/lcn/Pages/default.aspx	35%
Falcon	http://us.allegion.com/brands/falcon/Pages/default.aspx	35%
lves	http://us.allegion.com/brands/ives/Pages/default.aspx	35%
Southern Folger	http://southernfolger.com/products(original)	30%
Master	http://www.masterlock.com/personal-use/product-search/all-products	35%
Wilson-Bohannon	http://padlocks.com/padlock-products.html	35%
Hudson Lock	http://www.hudsonlock.com/	35%
American Locks	http://www.americanlock.com/door hardware and compatible padlocks/	35%
CompX National	http://compx.com/products.html	35%
Masterlock	http://www.masterlock.com/personal-use/product-search/all-products	35%
Hafele	https://www.hafele.com/us/en/products/shop-products/hac catalog	35%
Ilco	http://www.ilco.us/293282/products.html	35%
Esp Corp Div of Hudson	http://www.hudsonlock.com/	35%
Brinks	http://www.brinks.com/en/public/brinks/service	30%
NOTE:	many brands fall under their umbrella/parent company website.	

Manufacturer	Web Catalog	Discount off of list
Arecont Ip Video	https://www.arecontvision.com/productselector.php	25%
Axis IP Video	https://www.axis.com/files/brochure/pg_video_en_60161_1410_lo.pdf	15%
Milestone Video	https://www.milestonesys.com/solutions/platform/	20%
ONSSI Video	http://onssi.com/solutions-overview/	25%
Honeywell Security	https://www.honeywell.com/industries/buildings/security-and-fire	25%
S2 Access Control	http://s2sys.com/products/	25%
Garrett Metal Detectors	http://garrett	25%
Gallagher Access Control	https://security.gallagher.com/products	25%
Securitron	http://www.securitron.com/en/site/securitron/products/	25%
Commend Intercom	https://www.commendusa.com/	25%
2N intercom	https://www.2n.cz/en_GB/products/intercoms	25%
Pelco Ip Cameras	https://www.pelco.com/products	25%
Sony Ip Cameras	https://www.pro.sony.eu/pro/lang/en/eu/products/video-security-ip-cameras	25%
HID Readers	https://www.hidglobal.com/products/readers	25%
Command Electronic Hardware	http://www.commandaccess.com/	25%
March Networks NVR	https://www.marchnetworks.com/	25%
Exacq Vision NVR	https://exacq.com/products/	25%
FLIR Cameras	http://www.flir.com/home/	25%
Ubiquiti Wireless	https://www.ubnt.com/products/	25%
Alertus Mass Notification	https://www.alertus.com/product-overview/	10%
Code Blue Alerting	http://codeblue.com/products/	25%
Talkaphone Alerting	http://talkaphone.com/product/	25%
3M Security Films	http://www.3m.com/3M/en_US/building-window-solutions-us/solutions/security	15%
Bosch IP Cameras	https://us.boschsecurity.com/en/products/productcatalogue	25%
GE Automation	http://www.geautomation.com/system/files/files/automation_and_controls_services_catalog_gfa-2124.pdf	15%
Lenel	http://www.lenel.com/products	15%
Avigilon	http://avigilon.com/products/	20%
Hanwa Techwin Cameras	https://www.hanwhasecurity.com/sales/	25%
Evolv Weapons Detection	https://www.evolvtechnology.com/	15%

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of two full size SUVs for use by the Jackson County Drug Task Force to Olathe Ford of Olathe, KS, under the terms and conditions of Clay County Contract No. 79-21-2, a cooperatively bid government contract for Kansas City metro-area wide government entities, at an actual cost to the County in the amount of \$77,412.00.

RESOLUTION NO. 21029, August 22, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Drug Task Force has a need for two full-size SUVs to replace vehicles currently in its fleet that have exceeded their useful life and may no longer safely operate; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing and the Task Force's Officer-in-Charge recommend the award of a contract for the furnishing of these vehicles to Olathe Ford of Olathe, KS, under the terms and conditions of Clay County Contract No. 79-21-2, an existing competitively bid contract of the Mid-America Council of Public Procurement, at an actual cost to the County in the amount of \$77,412.00; now therefore,

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

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

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

APPROVED AS TO FORM	M:
Chlef Deputy County Courty Cou	Byar O. busky County Counselor
I hereby certify that	t the attached resolution, Resolution No. 21029 of August 22, on, 2022 by the Jackson County reon were as follows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature
the expenditure is charges	vise unencumbered to the credit of the appropriation to which able and there is a cash balance otherwise unencumbered in f the fund from which payment is to be made each sufficient to nerein authorized.
ACCOUNT NUMBER: ACCOUNT TITLE:	008 4151 58120 Anti-Crime Sales Tax Fund Jackson County Drug Task Force
NOT TO EXCEED:	Automobiles \$77,412.00
8 18 w	Chief Administrative Officer

Request for Legislative Action

Resolution No.: 21029
Sponsor: Daniel Tarwater III

Date: August 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21029
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	8/22/2022

Action Items: ['Authorize']

Project/Title:

Requesting authorization for the purchase of (2) new vehicles to be used by the Drug Task Force from Olathe Ford of Olathe, Kansas, for a cost not to exceed \$77,412, under the terms and conditions of Clay County, Missouri Contract No. 79-21-2, a cooperatively bid contract for the Kansas City Metro Wide Area

Request Summary

The Jackson County Drug Task Force is requesting the purchase of (2) new vehicles to replace aging vehicles in their fleet that have out-lived their useful life; do not operate properly and in some cases are unsafe to operate. Pursuant to Section 1030.4 of the Jackson County Code, the Drug Task Force recommends the purchase of (2) new vehicles from Olathe Ford of Olathe, Kansas under the terms and conditions of Clay County, Missouri Contract No. 79-21-2, a cooperatively bid contract of Kansas City Wide Area.

Funds for this agency (Jackson County Drug Task Force) are allocated by the Legislature adoption of the 2022 Budget (Ordinance 5570, Floor Amendment, December 31, 2021.

008-4151-58120- Automobiles \$77,412

Contact Information			
Department:	Jackson County Drug Task Force	Submitted Date:	8/1/2022
Name:	Cari Beeman	Email:	cbeeman@jacksongov.org
Title:	Operations Administrator	Phone:	816-503-4713

Budget Information	
Amount authorized by this legislation this fiscal year:	\$77,412
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$77,412
Is it transferring fund?	
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales	4151 (Jackson County	58120 (Automobiles)	\$77,412
Tax Fund)	Drug Task Force)		

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

Purchasing	
Does this RLA include the purchase or lease of	Yes
supplies, materials, equipment or services?	
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in	Yes
this RLA?	

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

Fiscal Information

• There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

Request for Legislative Action

History

Submitted by Jackson County Drug Task Force requestor: Cari Beeman on 8/1/2022. Comments:

Approved by Department Approver Dan Cummings on 8/1/2022 3:18:03 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/1/2022 3:24:46 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/3/2022 3:50:02 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/9/2022 1:46:34 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 8/9/2022 1:57:34 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 3:27:34 PM. Comments:

Fiscal Note:

This expenditure was included in the Annual Budget.

	PC#		415122004 000			
Date:	August 9, 2022			RES # eRLA ID #:		1029 605
				ENLA ID #.		003
Org Co	de/Description	Object (Code/Description		No	t to Exceed
800	Anti-Crime Sales Tax Fund					
4151	Jackson County Drug Task Force	58120	Automobiles		\$	77,412
	-					
	-					
	-					_
ADDI	ROVED				\$	77,412

Budget Office

By Mark Lang at 1:45 pm, Aug 09, 2022

MID AMERICA REGIONAL COUNCIL JOINT VEHICLE BID 2022/2023 ADMINISTERED BY CLAY COUNTY MO BID #79-21-2



K8D	4DR 4MD XLT	245	CARCO MET CHE
KOD		217	CARGO MGT SYS
	.119" WHEELBASE	425	50 STATE EMISS
M7	CARBONIZED GRAY	S2X	START-STOP REMV
S	ACTIVEX SEATS	91X	R AUX CTRL CRED
6	EBONY		
202A	EQUIP GRP		

99H	.2.3L ECOBOO	DST
44T	.10SPD AUTO	TRAN
	.P255/65R18	A/S

.18" PNTD ALUM .REMOTE START .HTD STEER WHEEL .8-WAY PWR PASS

MODEL	MSRP	Bid PRICE
2022 Explorer Base S/C (K8B)	\$44,145	\$29,301
Options (see page 2)	incl	\$7,105
GPC difference		\$1,800
Destination/Delivery		\$500
Total	\$44.145 MSRP	\$38.706 X 2 = \$77.412

\$44,145 MSRP

quote date 8/1/2022 PREPARED FOR Jackson County Drug Task Force

> Olathe Ford Commercial Vehicle Center **Our Mission** To deliver an outstanding sales, service

\$38,706 X 2 = \$77,412

and financing experience for our commercial customers

Debi Jones, Commercial Sales Direct 913-815-2224 Cell 913-238-0252

OLATHE FORD COMMERCIAL SALES 305 S. FIR, OLATHE, KANSAS 66061 913-312-0079

PAGE 2

MID AMERICA REGIONAL COUNCIL JOINT VEHICLE BID 2022/2023 ADMINISTERED BY CLAY COUNTY MO BID #79-21-2



OPTIONS	MSRP	PRICE
XLT (K8D) 4DR 4WD XLT	\$3,500	\$3,500
.119" Wheel Base M7 Carbonized Gray S active seats 6 Ebony		
XLT Equipment Group (202A)	\$3,540	\$3,540
.18" Pntd Alum Remote Start HTD Steering Wheel 8 Way PWR PASS 2.3 EcoBoost (99H) 10 SPD Auto Tran (44T) .225/65R18 A/S		
Cargo Area Management System (21F)	\$165	\$165
Start/Stop (52X)		(\$50)
R Aux Ctrl Cred (91X)		(\$50)
TOTAL	\$7,205	\$7,105



CLAY COUNTY

PURCHASING DEPARTMENT RENEWAL AGREEMENT

RENEWAL NO:	79-21-2		PURCHASING SPECIALIST II	PATRICK WEST
TITLE:	MACPP 2022 MODEL YEAR		PHONE:	816.407.3630
	METRO VEHICLE BID RENEWAL		FAX:	816.407.3641
ISSUE DATE: 9/21/2021			EMAIL:	PWEST@CLAYCOUNTYMO.GOV

TO:	OLATHE FORD	
	DEBI JONES	
	1845 EAST SANTA FE	
	OLATHE, KANSAS 66062	
PHONE:	913.815.2224	
E-MAIL:	L: DEBIJ@OLATHEFORD.COM	

RETURN RENEWAL AGREEMENT BY E-MAIL, MAIL, COURIER OR FAX:

CLAY COUNTY
ATTN: ~ PURCHASING DEPARTMENT
1 COURTHOUSE SQUARE
3rd FLOOR COMMISSION DESK
LIBERTY, MISSOURI 64068

DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS: COUNTYWIDE CLAY COUNTY ADMINISTRATION BUILDING 1 COURTHOUSE SQUARE LIBERTY, MO 64068

SIGNATURE REQUIRED

OLATHE FORD		DEBI JONES			GOVERNMENT SALES
Company Name		Authorized Represe	entative (Print)		Title
1845 E SANTA FE,		deborah jones Authorized Signature		ones	
Street Address			Authorized Signatur	re /	
OLATHE KS 66062		JOHNSON	10/29/2021 48-0720233		
City/State/Zip		County	Date		Company Tax ID No.
913-782-0881		n/a		DEBIJ@O	DLATHEFORD.COM
Telephone No.		Facsimile No. E-Mail			
□Corporation □Individual □State/Local Government ☑Partnership □Sole Proprietor □IRS Tax-Exempt					
Vendor Tax Filing Type with IRS (Check One)					

AGREEMENT TITLE:

MACPP 2022 MODEL YEAR METRO VEHICLE BID RENEWAL

AGREEMENT PERIOD:

NOVEMBER 21, 2021 TO NOVEMBER 20, 2022

Clay County hereby exercises its option to renew the above referenced agreement for the second of four possible renewals unless either party notifies the other of intent not to renew, modify or alter terms of the agreement. Notifications must be in writing within a minimum of 30 days prior to the end of an annual renewal period.

Vendors MUST meet the Minimum Standard Specification of every item listed in the Standard Vehicle portion of the Detailed Specifications of Exhibit A for all vehicles bid. If Minimum Standard Specifications cannot be met, Vendor shall note such exceptions in Exhibit A. If Make/Model has additional Standard Equipment not listed in Minimum Standard Specifications, Vendor must list Equipment and Manufacturer's Codes for all additional Standard Equipment not listed using a separate sheet noting Item Number, Group Number, Equipment Description, and Manufacturer Code(s). Vendor shall supply an available options sheet for every vehicle bid, including any Manufacturer Codes and pricing that reflects requested MSRP discount from Exhibit A; Table 5. Such options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard line of products for the vehicle involved. The options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM's offering of options.

EXHIBIT A:

RENEWAL PRICING TABLE

ITEM NO.	GROUP NO.	VEHICLE TYPE	VEHICLE MAKE	VEHICLE MODEL	QTY.	BASE PRICE INCLUDING STANDARD OPTIONS
	1	Group No. 1 Minimum Specifications for Conditioning, Factory Auxiliary 12 Volt (Cooling System, 12 Volt Electrical System All, Full Length Factory Headliner, Electrical Vehicle Tires, Dual Sun Visors, Intermitte	Outlet, Factory Power Steering, Factory m, Rubber Floor Covering, Gauges – Oil ric Horns, Day/Night Inside Mirror, AM,	Cruise Control and T , Amp, Temperature,	ilt Wheel Fuel Mir	, Heavy Duty Increased imum, Tinted Windows –
1	1	Full Size Van Cutaway Cab & Chassis	E3F	E-350	ea.	\$ 29,001
2	1	1-Ton Cab & Chassis	F3E	F-350	ea.	\$ 28,928
3	1	15,000 GVWR Cab & Chassis	F4G	F-450	ea.	\$ 34,473
4	1	17,500 GVWR Cab & Chassis	F5G	F-550	ea.	\$ 35,450
5	1	21,000 GVRW Cab & Chassis	F6B Exception: No air bag	F-650	ea.	\$ 50,583
6	1	29,000 GVWR Cab & Chassis	F6A Exception: No air bag	F-650	ea.	\$ 52,238
7	1	34,000 GVWR Cab & Chassis	F7D Exception: No air bag	F-750	ea.	\$ 74,861
	2	Group No. 2 Minimum Specifications for Factory Air Conditioning, Factory Arm R Power Windows, Factory Power Door Lo Standard Spare Tire for Model, 4 Radial Latching Glove Box, Inside Day/Night M Model Bid, Factory AM/FM Radio, Auxil Carpet Front and Rear, Battery per Mod	or ALL Sedans are as Follows: Body Sty ests, 4 Door Sedan Body, Factory Powe ocks, Factory Cruise Control and Tilt Wh Tires, 4 Each Alloy Wheels, Rear Defro- irror, Outside Dual Mirrors Controlled of iary Power Outlet, Maintenance Free B	er Anti-Lock Brakes, Fa heel, Dual Sun Visors, ster, Front and Rear F on Drivers Side, Dual S aattery, Alternator per	actory Po Factory Ioor Mat Sun Visor Model F	wer Steering, Factory Intermittent Wipers, rs, Tinted Windows-All, rs, Standard Suspension for Bid, Floor Covering –

12	2	Mid-Size Sedan – Front Wheel Drive (97.0 Cu. Ft. Min) Passenger Volume	ea.	\$ NO BID
		(97.0 Cu. Ft. Will) Passenger Volume		

EXHIBIT A, continued RENEWAL PRICING TABLE: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE TYPE	VEHICLE MAKE	VEHICLE MODEL	QTY	BASE PRICE INCLUDING STANDARD OPTIONS	
	3	Group No. 3 Minimum Specifications for ALL Utility Vehicles are as Follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Auxiliary Outlet, Factory Power Anti-Lock Brakes, Front and Rear Bumpers, Rear Defroster, Factory Power Door Locks, Carpet Floor Covering Front and Rear, Four Wheel Drive 4X4, Tinted Windows-All, Inside Day/Night Mirror, Outside Mirrors-Low Mount Both Sides, Factory AM/FM Radio, Seats-Standard for Model Bid, Standard Spare Tire for Model, Factory Power Steering, Factory Power Windows, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Front and Rear Floor Mats, Latching Glove Box, Standard Suspension for Model Bid, Auxiliary Power Outlet, Floor Covering – Carpet Front and Rear, Tires - Steel Belted Radial, BSW, All Season, Bumpers Front and Rear, Instrumentation Gauges -Standard per Model Bid. Automatic Transmission - Standard Per Model Bid, Standard Front and Rear Axles for Model Bid.					
14	3	Sub-Compact Utility Vehicle AWD	R9A	BRONCO SPT	ea.	\$ 25,379	
15	3	Sub-Compact Utility Vehicle 4X4, Engine; 4 Cylinder Minimum	U9G ESCAPE		ea.	\$ 24,349	
16	3	Compact Utility Vehicle 4X4, Engine; 6 Cylinder Minimum	K8B Exception: 4 CY	EXPLORER	ea.	\$ 29, 301	
17	3	Full Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	U1G Exception: 6 CY	EXPEDITION	ea.	\$ 41,746	
18	3	Large Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum	K1G Exception: 6 CY	EXPEDITION	ea.	\$ 45,839	
	4	Group No. 4 Minimum Specifications for ALL Pickup Trucks are as Follows: Cab "A" - 2 Door, Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti-Lock Brakes, Front and Rear Bumpers Standard for Model, Factory Power Steering, Factory Power Windows, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Rear Defroster, Front and Rear Floor Mats, Glove Box, Inside Day/Night Mirror, Outside Mirrors, Left and Right Sides - Standard for Model Bid, Dual Sun Visors, Standard Suspension for Model Bid, Factory AM/FM Radio, Auxiliary Power Outlet, Rubber/Vinyl Floor Covering Front and Rear, Maintenance Free Battery, Alternator, Headliner Factory Installed, Glass-Tinted Windows, Cab Dome Light Factory, Seat - Full Depth Foam, Vinyl, Bench, Hinged Back, 12 Volt Electrical System, Cab Dome LightFactory, 4X2 - Two Wheel Drive Standard, Standard Automatic Transmission for Model Bid, Standard Radiator for Model Bid, Cooling System Standard for Model Bid, Front and Rear Axles Standard to Model Bid, Standard Wheelbase for Model Bid.					
19	4	Compact Pickup, FWD, 4X2	W8E	MAVERICK	ea.	\$ 19,748	
20	4	Midsize Pickup, 4x2, Cab "B", 4x2	R1E	RANGER	ea.	\$ 22,019	

21	4	Pickup, ½ Ton, Cab "A", 4x2	F1Ccall for LIGHTNING PR	ICING F-150	ea.	\$ 24,218
22	4	Pickup, ¾ Ton, Cab "A", 4x2	F2A	F-250	ea.	\$ 27,077
23	4	Pickup, 1 Ton, Cab "A", 4x2	F3A	F-350	ea.	\$ 29,620
	5	Conditioning, Factory Arm Rests, Fa	AM/FM Radio, Auxiliary Power Outle or Standard per Model Bid, Heater for Model Bid, Fuel Tank-Standard	ory Power Steering Vheel, Dual Sun Visox, Inside Day/Niglet, Rubber Floor Co Standard for Moofor Moofor Moofor Moofor Model Bid, Hea	, Factor sors, Fac ht Mirro overing I del Bid, I	y Power Windows - All story Intermittent or, Outside Standard Front and Rear, Radiator - Standard for
29	5	Mini-Van, Passenger	S9E	TRANS CON WAGON	ea.	\$ 24,787
30	5	Mini-Van, Cargo Van	E6S	TRANS CON VAN	ea.	\$ 23,118
31	5	Full Size Van, ¾ Ton, Cargo	R1Y	TRANSIT	ea.	\$ 27,396
32	5	Full Size Van, 1 Ton, Cargo	W1Y	TRANSIT	ea.	\$ 35,005
33	5	Full Size Van, Window, Passenger	X2Y	TRANSIT	ea.	\$ 32,265
34	5	Sprinter Van, Cargo	X2X	TRANSIT	ea.	\$ 36,551

EXHIBIT A, continued

RENEWAL PRICING TABLE 1: REQUIRED PRICING

ITEM NO.	GROUP NO.	VEHICLE TYPE	VEHICLE MAKE	VEHICLE MODEL	QTY	BASE PRICE INCLUDING STANDARD OPTIONS
	6	Group No. 6 Minimum Specifications for ALL Police Vehicles are as Follows: Dual Front Air Bags, Factory Air Conditioning, Arm Rests, Auxiliary Outlet 12V Factory Installed, 4 Wheel Disc Power Brakes, Anti-Locking Brakes, Popor Locks (All Doors), Deactivate Door Jam Switch for Interior Lights, Dual Exhaust, Exterior, Non-Street Appearant Floor Covering – Heavy Duty Vinyl Front & Rear (No Carpeting), Gauges Required, Glass – Tinted (All Windows), Dual Horns Required, Key-Each Vehicle Keyed Individually (3 Keys per Vehicle), Lights – Auxiliary Dome Light Header Mou Under Hood Light, Luggage Compartment Lamp, Inside Day/Night Mirror, Radiator – Heavy Duty Cooling Package, Factory Mirror, Radio with Digital Clock, Conventional Spare Tire and Wheel, Speedometer Calibrated in 2 MPH Increments Light mounted 6 IN on Left Side, Power Steering, Steering – Cruise and Tilt Factory Installed, Dual Sun Visors, Trunk Opener – Electric or Vacuum on Dash to Activate, Full Wheel Covers, Power Windows – All, Intermittent Wipers, Wiring – Auxiliary Fuse Block with 6 Fused Circuits, Suspension – Standard for Model Bid.				
38	6	Ford Police Interceptor - Utility	K8A	EXPLORER	ea.	\$ 33,330
39	6	Police Pursuit or Patrol Vehicle (All Models not otherwise indicated)	W1P Exception: Single Exhaust Exception: No Spot Lamp	F-150	ea.	\$ 33,469
40	6	Police Vehicle – Utility (All Models not otherwise indicated)			ea.	\$ NO BID
	7	Group No. 7 Minimum Specifications for ALL Special Service Utility Vehicles are as Follows: Driver and Passenger Air Bags, Factory Air Conditioning, Arm Rest –All Doors, Factory Installed Auxiliary Outlet 12V., Power ABS Brakes, Front and Rear Bumpers, Factory Rear Window Defroster, Factory Power Door Locks – All Doors, 4X4 Drive Package, Vinyl Floor Covering, Minimum of Fuel, Amp and Oil Pressure Gauges, Tinted Windows – All Windows, Day/Night Interior Mirror, Outside Mirrors – Low Mount Both Sides, Factory Installed AM/FM Radio, Spare Tire and Wheel – Conventional, Power Steering, Factory Tilt and Cruise on the Steering Wheel, Dual Sun Visors, Factory Installed Power Windows – All Doors, Intermittent Wipers.				
42	7	Special Services Utility Vehicle	U1G	EXPEDITION	ea.	\$ 39,746
44	7	Special Services Utility Vehicle (½ Ton Pickup or Equal)	W1P	F-150	ea.	\$ 33,469

			Exception: Single Exhaust Exception: No Spot Lamp			
	8	Passenger Side Airbags, Automatic Battery – 12 Volt Factory, Defroster Metal Hydride Batteries, Front and Dual Outside Mirrors-Driver Side Co	ns for ALL Hybrid Sedans are as Fol Transmission with Overdrive, Air Co r, Power Door Locks-All Doors, Powe Rear Floor Mats, Tinted Window-Al ontrolled, AM/FM Factory Radio, Sta Wheel, Dual Sun Visors, All Season Ra rmittent Wipers.	nditioning, Alterna er Anti-Lock Brakes I, Glove Box with D andard Spare Tire f	itor, Arn , Electri loor, Da or Mode	nrests, Auxiliary Outlet, c Power Storage-Nickle y/Night Inside Mirror, el Bid, Power Steering,
47	8	Hybrid Compact Sedan	UOE	ESCAPE	ea.	\$ 29,323
49	8	All Electric Sedan	K1R call for LIGHTNING PRICING	MUSTANG MACH-E	ea.	\$ 45,595

RENEWAL PRICING TABLE 2: OTHER REQUIRED PRICING

The Vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the original IFB. <u>Unless stated in Exhibit A.</u> the County shall assume that absolutely no other fees or delivery charges, including upgrade fees, will be assessed to the County whatsoever in connection with the MACPP 2022 Model Year Metro Vehicle Bid herein and to satisfy the original IFB requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE
Delivery Price	Per Mile	1.50
Guaranteed Not To Exceed Total Delivery Price	Per Vehicle	\$500
Vehicles will be delivered from	Location (City and State)	OLATHE KS

EXHIBIT A, continued

RENEWAL PRICING TABLE 3: OPTIONAL PRICING: Alternative Fuel Options

The Vendor may provide firm, fixed pricing for Alternative Fuel Options for Vehicles listed in Pricing Table 1, for the proposed MACPP 2022 Model Year Metro Vehicle Bid solution. Additional Vehicles Alternative Fuel Options may be listed on Separate Pages using Pricing Table 3 format.

DESCRIPTION / COMMENTS	UNIT PRICE
Pricing Table 1; Group Number:	
Pricing Table 1; Item Number:	2
Alternative Fuel Package: Fuel Option and Base Price each Net	\$
Alternative Fuel Option: CNG, LPG, P/H/EV, E85, B20	
Alternative Fuel Operation: Dedicated, Bi-Fuel or Flex Fuel	
Gas Gallon Equivalent (How much fuel on board)	
GGE Gas Gallon Equivalent - Option 1 Tank Size	\$
GGE Gas Gallon Equivalent - Option 2 Tank Size	\$ /
Manufacturer and Model of conversion system	,
Current or Pending EPA or CARB Certification No. (If no cert no., please explain):	
OEM Supported (Vendor has QVM or SVM status or equivalent: yes or no)	
Drop ship code (if applicable)	Annual Control of the

RENEWAL PRICING TABLE 4: OPTIONAL PRICING

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE	
		\$1	
Minimum Guaranteed Trade-In Valuation	Each		

RENEWAL PRICING TABLE 5: EQUIPMENT DISCOUNT

	sing Departments, Agencies and/or other Jurisdictions May Need to Order sted Above. Please State Below, Any Discounts for Such Purposes, from Your
Discount off MSRP list price	0%

All other terms, conditions and provisions of the agreement shall remain the same and apply hereto. The Vendor shall sign and return this document, along with completed pricing.

THIS RENEWAL NOTICE DOES NOT CONSTITUTE AN AUTHORIZATION FOR SHIPMENT OF EQUIPMENT OR SUPPLIES OR A DIRECTIVE TO PROCEED WITH SERVICES.



CLAY COUNTY

RNL No. 79-21

MACPP 2022 MODEL YEAR METRO VEHICLE BID RENEWAL

ORIGINAL RESOLUTION: 2019-391
THIS RENEWAL AGREEMENT, MADE THIS DAY OF DAY OF DAY OF MACPP 2022 Model Year Metro Vehicle Bid Renewal between Clay County Missouri (hereinafter "County") and Olathe Ford (hereinafter "Vendor")
WHEREAS, the County has caused to be prepared certain Agreement documents, General Terms and Conditions, Special Conditions and/o Specifications, Invitation for Bid for Term and Supply Agreement and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Agreement Documents"), said Agreement Documents setting forth such equipment, supplies, labor and/or services to be furnished a therein fully described; and
WHEREAS, Vendor did on the 22 nd day of October 2019 file with the County their Bid to furnish such equipment, supplies, labor and/or services, a specified; and
WHEREAS, the said Agreement Documents adequately and clearly describe the terms and conditions upon which the Vendor is to furnish suclearly ment, supplies, labor and/or services as specified; and
WHEREAS, All other aspects of the original Agreement will remain in effect for the duration of the Agreement term stated above including an addendums and/or modifications; IT IS AGREED.
 Clay County, Missouri acting through its Purchasing Agent and upon approval of the Authorized Agent of the County does hereby accept with modifications, if any, the Bid of Olathe Ford.
 The Vendor's Bid and the County's Agreement Documents are the agreement between the parties hereto; that both parties hereby accep and agree to the terms and conditions of said Bid and Agreement Documents, and that the parties continue to be bound thereby and that the compensation to be paid the Vendor is as set forth in the Vendor's bid.
 That this Renewal Agreement shall be effective for the Agreement period from November 21, 2021 to November 20, 2022. No financial obligation shall accrue against the County until Vendor makes delivery pursuant to order of the Purchasing Agent and/or thei approved designee.
5. This Agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The County may terminate this Agreement immediately, under breach of Agreement, if the Vendor fails to perform in accordance with the terms and conditions. In the event of any termination of Agreement by the Vendor, the County may purchase such supplies and/or services similar to those so terminated, and for the duration of the Agreement period the Vendor will be liable for all costs in excess of the established Agreement pricing.
6. This is the second of four possible renewal periods of this Agreement. The Agreement pricing identified in Exhibit A, the attached renewal and pricing agreement will be in effect for the duration of this Agreement term stated in paragraph 3.
IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.
APPROVED: Thomas & Salishing
Purchasing Expenditure Authority
deborah jones

Olathe Ford

		T	

CONTRACT DETAILS

MACPP 2022 MODEL YEAR METRO VEHICLE BID RENEWAL

Vendor:	Multiple Dealers
Expiration Date:	Nov 20, 2022
Renewal Terms:	2 @ 1 year
Originating Agency:	Clay County
Contract Bid #:	
Contact Person:	Patrick West, pwest@claycountymo.gov
Effective Date:	Nov 21, 2021
Documents:	Landmark Dodge MHC Kenworth Midway Ford Moelle Chevrolet Molle Toyota Nextran Truck Centers Volvo-formerly Westfall O'Dell Nextran Truck Centers Mack-formerly Westfall O'Dell Olathe Ford Premier Truck Group-formerly KC Freightliner Roberts Chevrolet Buick Shawnee Mission Ford Summit Truck Group MACPP Renewal Recap Sheet
Description:	Clay County, Missouri has completed its 2 nd Renewal Period Agreements with the participating Vehicle Vendors from the Original MACPP Vehicle Bid of 2020. Please see attached Agreement Files to be uploaded to the MACPP Website for use by all participating MACPP Entities and Affiliates. I have also taken the liberty to create a Renewal Bid Tab so that all Vendor information for all Exhibits and Tables can be easily accessed in one document. During the past year, Westfall-O'Dell Automotive Group has been acquired by Nextran Truck Centers and KC Freightliner has also been acquired by Premier Truck Group. I have all the Name Change documents and W-9's if any Entities need that additional information. The Randy Curnow Auto-Group has been considered Non-Responsive with their 2022 Model Year Renewal and will be dropped from future Renewal Years, as is Clay County, Missouri Purchasing Policy. If there are any questions regarding this they can be directed to me. Clay County, Missouri will also keep these Agreements and documentation on file, in case there is some additional need. The County will send out the 3 rd of 4 Renewals next year starting in September 2022 for the 2023 Model Year. If you have any questions or comments or need anything else, I will be happy to assist you, Thank you, Patrick L. West Clay County Purchasing Specialist II Main: 816.407.3630 Direct: 816.407.3631 Direct Email: Purchasing@ClayCountyMO.gov Department Email: Purchasing@ClayCountyMO.gov

Return to active contracts page.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing Gwendolyn Grant, President and CEO of the Urban League of Greater Kansas City, on her receipt of the 2022 Women of Power Award from the National Urban League.

RESOLUTION NO. 21030, August 22, 2022

INTRODUCED BY Ronald E. Finley and Jalen Anderson, County Legislators

WHEREAS, Gwendolyn Grant, the first woman named President and CEO of the Urban League of Greater Kansas City, received the 2022 Women of Power Award presented by the National Urban League during a luncheon at the National Urban League Conference held July 20 – 23, 2022, in Washington, DC; and,

WHEREAS, Ms. Grant, on August 6, 2022, received a Lifetime Achievement Award from the Greater St. Louis Urban League; and,

WHEREAS, other recipients of the Women of Power Award include Georgia gubernatorial candidate Stacey Abrams, Inaugural Poet Amanda Gorman, MSNBC contributor Brittany Packnett Cunningham, and CNN correspondent Abby Phillip, Associate Attorney General Kristen Clarke, and actress Kim Fields; and,

WHEREAS, the National Urban League is a historic civil rights organization dedicated to economic empowerment, equality, and social justice with the mission to help African Americans and others in underserved communities achieve their highest true social parity, economic self-reliance, power, and civil rights; and,

WHEREAS, Ms. Grant is devoted to the causes of social justice and civil rights in the Kansas City area, using her limitless advocacy to bring issues impacting African Americans and women to the forefront in our community; and,

WHEREAS, Ms. Grant is the founder and convener of the COVID-19 Collective Impact Collaborative and the Police Accountability Task Force, serves as Chair of the Missouri Coordinating Board for Higher Education and Workforce Development, President of the Kansas City Public Schools Building Corporation Board, and is a member, the Citizens to Abolish Poverty Education, the Black/Brown Coalition, and the Urban Council, among many other organizations; and,

WHEREAS, Ms. Grant is the Publisher and Editor-in-Chief of the Urban League's *State* of *Black Kansas City*, a bi-annual report on African American progress in economics, education, health, social justice, and civic engagement; and,

WHEREAS, Ms. Grant is known widely throughout Jackson County as a strong supporter and mentor to local activists, helping develop local and national leaders; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby congratulates Gwendolyn Grant on her receipt of the 2022 Women of Power Award and for her impressive contributions to equality and social justice causes within our community.

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	Byar O. busky County Counselor
Certificate of Passage	
I hereby certify that the attached reconstruction 2022, was duly passed on	resolution, Resolution No. 21030 of August 22 , 2022 by the Jackson County ollows:
Yeas	Nays
Abstaining	Absent
Date	Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing a six-month extension to the term and supply contract with Axis Forensic Toxicology of Indianapolis, IN, for the furnishing of forensic toxicology services for use by the Medical Examiner's Office under the terms and conditions of Invitation to Bid No. 27-18.

RESOLUTION NO. 21031, August 22, 2022

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution dated 19952, dated August 13, 2018, the Legislature did award a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of forensic toxicology services for use by the Medical Examiner's Office to Axis Forensic Toxicology of Indianapolis, IN, under the terms and conditions of Invitation to Bid No. 27-18; and,

WHEREAS, the Medical Examiner recommends an additional six-month extension to this contract so it may continue to utilize this vendor's services while the office reevaluates and updates current policies and procedures pertaining to postmortem processing, collection, and testing in accordance with the National Association of Medical Examiner's Forensic Autopsy Standards; and,

WHEREAS, the recommended extension will allow the continued and uninterrupted furnishing of these necessary services through March 31, 2023, which should allow sufficient time to bid, evaluate, and award a successor contract; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the contract with

Axis Forensic Toxicology, be extended as recommended by the Medical Examiner, and that the Director of Finance and Purchasing be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the extension; and,

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

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

APPROVED AS TO FORM:	
Chief Deputy County Counselor Certificate of Passage	County Counselor
hereby certify that the attached resolution, Reduly passed on	
YeasNay	s
Abstaining Abs	ent
Date	Mary Jo Spino, Clerk of Legislature
This award is made on a need basis and do specific amount. The availability of funds fappropriation.	es not obligate Jackson County to pay any or specific purchases is subject to annual
\\\ \ \ \ \ \ \ \ \ \ \ \ \	Ohief Administrative Officer

Date

Res. #21031

Sponsor: Crystal Williams Date: August 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21031
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	8/22/2022

Introduction

Action Items: ['Authorize']

Project/Title:

Authorizing a Six-Month Extension of the Term and Supply Contract for the furnishing of Forensic Toxicology Services used by the Medical Examiner's Office under the terms and conditions of Request for Proposal No. 27-18.

Request Summary

The Medical Examiner's Office is requesting a Six-Month Extension on its Term and Supply Contract for Forensic Toxicology Services provided by Axis Forensic Toxicology in Indianapolis, IN. The Term and Supply Extension would be from September, 2022 to March, 2023.

The Medical Examiner's Office requests the extension so it may continue utilizing services while it reevaluates and updates current policies and procedures pertaining to postmortem processing, collection, and testing in accordance with the National Association of Medical Examiner's Forensic Autopsy Standards. A new Request for Proposal will be issued with the appropriate modifications as quickly as possible.

Resolution No. 19952 was passed on August 20, 2018 under the terms and conditions of Request for Proposal No. 27-18 and a 24 Month Contract with Two Twelve Month Extensions was executed.

Contact Information			
Department:	Medical Examiner	Submitted Date:	7/29/2022
Name:	Kandi Brooke	Email:	kbrooke@jacksongov.org
Title:	Office Administrator	Phone:	816-881-6600

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

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

Prior Legislation		
Prior Ordinances		
Ordinance: Ordinance date:		
Prior Resolution		
Resolution:	Resolution date:	
19952	August 13, 2018	

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Ve	teran Owned Business Program
Goals are waived - insuffic	cient MBE or WBE firms available
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

 This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

Submitted by Medical Examiner requestor: Kandi Brooke on 7/29/2022. Comments:

Approved by Department Approver Marius Tarau on 8/1/2022 9:29:00 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/1/2022 1:58:23 PM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 8/1/2022 2:38:33 PM. Comments: Axis Forensic Toxicology is not in compliance. They can go to https://jacomocompliance.com/login.php to create a profile and submit an application.

Submitted by Requestor Kandi L. Brooke on 8/3/2022 2:43:40 PM. Comments: Per Phil Roberts, Axis CEO, compliance application completed.

Approved by Department Approver Marius Tarau on 8/3/2022 2:47:32 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/3/2022 3:04:55 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/3/2022 3:51:40 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/4/2022 1:59:45 PM. Comments: No fiscal note required for a T&S contract.

Approved by Executive Office Approver Sylvya Stevenson on 8/4/2022 3:40:18 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/9/2022 12:01:48 PM. Comments: Please use the on agenda date for previous legislation. Thanks!

Submitted by Requestor Kandi L. Brooke on 8/9/2022 12:27:27 PM. Comments: On-agenda date.

Approved by Department Approver Marius Tarau on 8/9/2022 3:40:33 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/9/2022 3:49:38 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/9/2022 4:23:27 PM. Comments:

August 17, 2022 eRLA #603 Page **3** of **3**

Approved by Budget Office Approver Mark Lang on 8/11/2022 10:05:22 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/15/2022 3:52:31 PM. Comments

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$792,935.00 within the 2022 County Improvement Fund to provide for architectural services relating to the remodeling of the new Jackson County Administration Building to be provided by an existing County term and supply vendor.

RESOLUTION NO. 21032, August 22, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Public Works desires to utilize an existing County term and supply architectural services contract to complete the remodeling of the new Jackson County Administration Building, including site investigation, program and space planning, furniture and furnishing inventory, design, construction and related permits, and project management and coordination; and,

WHEREAS, a transfer is necessary to place the funds needed for these services in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 County Improvement Fund be and hereby is made:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
County Improvement Fund			
DTCH Repairs & Improvement	ts		
013-1241	58020-		
	Buildings & Improvements	\$792,395	
Fac. Mgmt			
Administration Building			
013-1216	56030-		
	Architectural & Engin. Services		\$792,395

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

APPROVED AS TO FORM	VI:	
Chief Deputy County County	nselor	Byed O. busky County Counselor
Certificate of Passage		
I hereby certify that 2022, was duly passed of Legislature. The votes the	t the attached resolution reon were as follows	ution, Resolution No. 21032 of August 22 , 2022 by the Jackson Count ::
Yeas		Nays
Abstaining		Absent
Date	-	Mary Jo Spino, Clerk of Legislature
Funds sufficient for this tra	ansfer are available f	rom the source indicated below.
ACCOUNT NUMBER: ACCOUNT TITLE:	013 1241 58020 County Improvement DTCH Repairs & Im Buildings & Improve	nt Fund nprovements
NOT TO EXCEED:	\$792,395.00	
S 18 Non	— ×	Chief Administrative Officer

Res. #21032

Sponsor: Theresa Cass Galvin

Date: August 22, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21032
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	8/22/2022

Introduction

Action Items: ['Appropriate', 'Transfer']

Project/Title:

Authorizing the transfer of \$792,935 with the County Improvement Fund (No. 013) to fund the design for the new Jackson County Administration Building at 1300 Washington with work to be completed by SFS Architecture Inc., a current Jackson County Term and Supply contractor.

Request Summary

This resolution proposes the transfer of funds to undertake the interior design of the Jackson County Administration Building at 1300 Washington. Funds to be transferred are downtown courthouse renovation project funds that wont be under contract by the end of the fiscal year. The County took possession of the new administration building on June 29, 2022 and is seeking to commence design so that construction and relocation of County offices can occur in late 2023. SFS Achitecture, a current county term and supply contractor, has been retained to perform this week. Departments that will be the first occupants os the building include the departments of Assessment, Finance and Human Resources. Design work for all departments occupying the building should be completed by the end of 2022.

Contact Information			
Department:	Public Works	Submitted Date:	8/1/2022
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information				
Amount authorized by th	is legislation this fiscal year	:		\$792,395
Amount previously author	orized this fiscal year:			\$9,050,000
Total amount authorized	after this legislative action			\$9,842,395
Is it transferring fund?			Yes	
Transferring Fund From:				
Fund:	Department:	Line Item Account:	Amount:	
013 (County	1241 (DTCH Repairs &	58020 (Buildings &		\$792,395
Improvement Fund)	Improvements)	Improvements)		

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County	1216 (Fac. Mgmt	56030 (Architectural &	\$792,395
Improvement Fund)	Administration Building)	Engin. Services)	

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5607	March 14, 2022
Prior Resolution	
Resolution:	Resolution date:
20763	September 20, 2021

Purchasing	
Does this RLA include the purchase or lease of	No
supplies, materials, equipment or services?	
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 Ve	teran Owned Business Program
Goals Not Applicable for fo	ollowing reason: Not spending money
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information

• Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History

Submitted by Public Works requestor: Troy Schulte on 8/1/2022. Comments:

Approved by Department Approver Brian Gaddie on 8/1/2022 1:35:20 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/1/2022 2:06:27 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/1/2022 2:41:55 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/3/2022 10:23:58 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 8/3/2022 11:20:35 AM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 8/8/2022 1:52:14 PM. Comments: Please include previous legislation naming SFS Architecture a county T&S vendor. Thanks!

Submitted by Requestor Troy Schulte on 8/10/2022 2:49:41 PM. Comments: Resolution added

Approved by Department Approver Brian Gaddie on 8/12/2022 2:22:05 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/12/2022 3:03:31 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 8/12/2022 3:25:23 PM. Comments:

Approved by Budget Office Approver Mark Lang on 8/15/2022 3:39:53 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/15/2022 4:35:15 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 8/17/2022 4:23:50 PM. Comments:

Fiscal Note:

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

	PC#		124122005 000				
Date:	August 3, 2022			e	RES # eRLA ID #:	21	032
Org Co	ode/Description	Object	Code/Description	Fro	om	То	
013	County Improvement Fund						
1241	DTCH Repairs & Improvements	58020	Buildings & Improvements	\$	792,395	\$	
1216	Fac. Mgmt Administration Building	56030	Architectural & Engin. Services				792,395
	-						
	· ———						
	-						
	-						
ADDD	ROVED			\$	792,395	\$	792,395
AFFN	VVLU						

Budget Office

By Mark Lang at 10:22 am, Aug 03, 2022



Revised July 13, 2022 Revised June 20, 2022 Revised June 13, 2022 May 24, 2022

Brian Gaddie Director of Public Works Jackson County, Missouri

RE: Jackson County Administration Building Renovation

1300 Washington, Kansas City, Missouri

Basic Services Fee Proposal

Dear Brian,

Following you will find our fee proposal for the Jackson County Administration Building Renovation. We appreciate the opportunity to provide a proposal for this important project. If you have questions or comments regarding this information, please do not hesitate to call.

PROJECT UNDERSTANDING

Project Description

The proposal includes architectural design, engineering, and contract administration services for the renovation of the former office building at 1300 Washington in Kansas City, Missouri for the Jackson County Administration Building. The building includes approximately 83,000 square feet on three floors and an underground parking garage. The SFS Design Team will assist the County in moving the departments currently located in the courthouse on Floors 1 and 1M to the new administration building by November of 2022. It is anticipated that some level of new work will be required, as well as phasing planning.

Exterior shell improvements will be limited to exterior façade maintenance items (e.g., caulking, cleaning, repointing) and roofing replacement. The interior of the building will be renovated as Class 'A' office space for the county's administrative offices including the following departments and as outlined in the *Jackson County Downtown Courthouse Space Needs Assessment* dated July 9, 2021:

	Assessor	12	,549	
	Auditor	2	,409	
	Collections	5	,472	
	Communications	5	,069	
ATED	County Clerk	1,	,818	
LAI	County Counselor	4.	,091	
REL	Executive	4.	,187	
÷	Finance	3,	,914	
Z	HR	7,	,436	
COUNTY	IT	4	,178	
0	Legislature	7	,500	
	Public Works	9	,690	
	Recorder of Deeds		180	
		GSF Subt	total	68,490

Site improvements will be limited to providing an accessible entrance at the northeast building entrance, repair of the northeast plaza, replacement of the southwest surface parking lot, installation of a security arm at the entrance of the surface parking lot, and inspection of and replacement plans for the sewer inlet at the southwest corner of the site. The sewer inlet work will include a separate public improvement plan submittal to KCMO, a land development review, and as-built drawings as required by KCMO.

Structural work will be limited to the repair of the parking structure and miscellaneous structural modifications to the existing building structure to support the renovation.

Mechanical, electrical, and plumbing work will be limited to new plumbing fixtures; a new Building Management System; garage ventilation/exhaust system upgrades; new HVAC to include rooftop units, fan-powered boxes, VAV boxes and associated ductwork; new lighting; and new electrical panel boards where required to accommodate the renovation.

Fire alarm work will be limited to modifications to the sprinkler heads and fire alarm horn/strobes, and detection devices to support the renovation. Fire protection work will include performance level sprinkler design.

Low voltage work will be limited to new voice, data and CATV cable infrastructure, associated pathways, racks, grounding, patch panels, jacks, and faceplates, as well as data cable infrastructure for wireless access points. Converge One will be included during the design process as the County's T&S provider.

For the purposes of this proposal, the design team estimates a construction budget of \$10,000,000 (\$120/SF), and an FFE budget of \$2,600,000.

This proposal includes the following team members and roles:

SFS – Architectural, Interior Design, Furniture Design

MKEC - Civil

BDC - Structural

FSC – MEP, Fire Alarm, Fire Protection

Latimer Sommers - AV, Telecommunications (voice/data/CATV), Access Control, Video Surveillance Cooper Construction Estimating – Cost Opinions

SCOPE OF WORK

Basic Services

See attached Work Plan for specific tasks for each of the following phases:

- Pre-Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration Phase Number of Site Visits:
 - Architectural Fourteen (14) site visits/field reports and two (2) punch lists.
 - Civil One (1) site visit/field report.
 - Structural Three (3) site visits/field reports.
 - MEP, Fire Alarm Four (4) site visits/field reports and two (2) punch lists.
 - Telecom/Access Control/Video Surveillance Four (4) site visits/field reports.
 - Fire Sprinkler One (1) punch list.
- Record Documents (not including sprinkler as-builts)

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Basic Services Exclusions

The following items are specifically excluded from the Basic Services noted above:

- Multiple designs including an early release CD package and value engineering, specifically, any design services during the bidding and construction phases due to Owner requests and budget restrictions.
- Site utilities, storm, and sewer piping exterior to the building unless noted otherwise above.
- Elevators. It is assumed the elevators are in working condition.
- Clean agent system design; fire sprinkler system detailed design, including sprinkler locations, piping layout, shop drawings, or hydraulic calculations; and performance or witness of water flow test or hiring of contractor to perform test.
- Fire alarm system detailed design, including wiring or conduit sizing, voltage drop or battery sizing calculation.
- Building electrical service upgrades. It is assumed the electrical service to the building is of adequate capacity to support additional power to support the renovation.
- Generator design. The building will not have a generator.
- Second floor Data Center room upgrades. Design services in this room will be limited to new HVAC. Any other design in this room will be additional services.
- Main plumbing trunk line design. It is assumed the main plumbing trunk line is in working condition.
- Network electronics other than those required for the phone/data, access control and video surveillance systems. PCs, phones, and phone systems are excluded. Network switches that may or may not be needed for other systems outside of scope of work are excluded.
- Environmental identification and design.
- Testing, balancing, commissioning of MEP and AV systems.
- LEED, Energy Star and Well Building certified design and documentation.

SCHEDULE

The SFS Team anticipates beginning work immediately upon notice to proceed. We anticipate completion of Bid Documents within 6 months of notice to proceed (NTP) and per the attached proposed schedule pending timely scheduling of review meetings and receipt of review comments. Upon NTP, SFS will confirm or adjust timelines based on coordination with the Client.

COMPENSATION

Basic Services Fees

The SFS Team proposes to provide the above-described basic services for the lump sum fee of Seven Hundred Ninety-Two Thousand Nine Hundred Thirty-Five Dollars (\$792,935).

Reimbursable Project Expenses

Expenses incurred by SFS for reproduction and travel are included in the Basic Services fee. This assumes submissions to be primarily electronic in nature with minimal hard copy reproductions.

Supplemental Project Fees

Should additional services be required above those included in basic services above, SFS will provide a proposal for consideration and approval prior to proceeding.

Invoicing

Invoicing will occur monthly for services rendered and are due upon receipt.

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Respectfully submitted,

Jackson County, Missouri

Marsh K. Hoffman, AIA, LEED BD+C

Principal

Dana Gould, AIA, LEED BD+C

Associate

Attachments: Proposed project schedule and work plan with fee schedule

WORK PLAN AND FEE SCHEDULE

211097-03 - Jackson County 1300 Washington

updated 06/20/22

	SFS					
Pre-Design	PIC (MH)	PM (DG)	ID (LB)	PA (tbd)	A (JH)	Designer
General management		12				
Kick-off meeting, meeting notes	2	. 2	2	4	2	
Programming confirmation meetings, meeting notes x 13 (virtual)			26			
Draft program submittal	2	2	16			
Program review meeting, meeting notes	2	2	4	2		
Final program submittal	2	. 2	16			
Survey and base plans development				100	120	
Existing conditions assessment - interior and exterior		8	8	16	16	
Code analysis		4		24		
Blocking diagrams - 2 rounds	4	6	60			
Lobby design options - up to 2 final renderings	2	6	8	24		80
Review Meeting 1	2	. 2	4	2		2
Review Meeting 2	2	. 2	4	2		2
TOTAL HOURS	18	48	148	174	138	84
	4.50	12.00	37.00	43.50	34.50	21.00

\$200.00

\$150.00

Principal (PIC) - Marsha Hoffman Assoc Principal (AP) / (PM)- Dana Gould Interior Designer (ID) - Laura Burkhalter

Project Architect III (PA) - TBD

Staff Architect II (A) - Jake Hansen Project Designer - Derek McMurray

\$125.00

\$110.00

\$135.00

Subtotal: \$3,600.00 \$7,200.00 \$18,500.00 \$21,750.00 \$15,180.00 \$11,340.00 \$77,570.00

\$125.00

	SFS					
chematic Design	PIC (MH)	PM (DG)	ID (LB)	PA (tbd)	A (TBD)	PD & QC
General management		8				
SD drawings, narrative, cost opinion	4	16	100	90	158	24
QC review		4				8
SD review meeting, meeting notes	2	2	2	4	2	
OTAL HOURS	6	30	102	94	160	32

Principal (PIC) - Marsha Hoffman

Assoc Principal (AP) / (PM)- Dana Gould

Interior Designer (ID) - Laura Burkhalter

Project Architect III (PA) - TBD

Staff Architect II (A) - Jake Hansen

Project Designer - Derek McMurray and Quality Control (QC) - Kelly Batcheller Mummey

\$150.00

\$200.00

\$125.00

\$125.00

\$110.00

40.00

\$135.00

\$1,200.00 \$4,500.00 Subtotal: \$12,750.00 \$11,750.00 \$17,600.00 \$4,320.00 \$52,120.00

	SFS					
Design Development	PIC (MH)	PM (DG)	ID (LB)	PA (tbd)	A (JH)	QC (KBM)
PHASING - EARLY DEPARTMENT MOVE						
General management		4				
Move assistance, phasing plans	2	16	40	40		
Review meeting, meeting notes		2	2	4		
BASE PACKAGE						
General management		8				
DD drawings, narrative, cost opinion	4	12	36	60	120	
QC review		4				8
Preliminary finishes development			40			
Preliminary finishes presentation, meeting notes	2	2	4	2	2	
DD review meeting, meeting notes	2	2	2	4	2	
OTAL HOURS	10	50	124	110	124	8

2.50

Principal (PIC) - Marsha Hoffman

Assoc Principal (AP) / (PM)- Dana Gould Interior Designer (ID) - Laura Burkhalter

Project Architect III (PA) - TBD

Staff Architect II (A) - Jake Hansen

Quality Control (QC) - Kelly Batcheller Mummey

\$200.00 \$150.00 90

27.50

31.00

\$135.00

2.00

\$53,470.00

31.00

\$125.00

12.50

\$125.00 \$110.00

\$15,500.00 \$13,750.00 \$13,640.00 \$1,080.00

\$2,000.00 \$7,500.00 Subtotal:

	SFS						
onstruction Documents	PIC (MH)	PM (DG)	ID (LB)/FFE	PA (tbd)	A (JH)	QC (KBM)	
PHASING - EARLY DEPARTMENT MOVE							
General management		4					
Move assistance, phasing plans	2	16	40	40	1		
Review meeting, meeting notes		2	2	4		<u> </u>	
BASE PACKAGE							
General management		16					
65% CD drawings, specifications submittal, cost opinion		12	90	135	135	,	
QC review		8				16	
65% CD review meeting, meeting notes	2	. 2	2	4			
Preliminary FFE presentation, meeting notes		2	2	2		1	
Final finishes development			16				
Final finishes presentation, meeting notes	2	. 2	4	2			
95% CD drawings, specifications submittal, cost opinion		16	100	140	140		
QC review		8				16	
Final FFE presentation, meeting notes		2	2	2			
95% CD review meeting, meeting notes	2	2	2	4			
100% CD / permit documents submittal		4	32	32	40)	
FFE RFP submittal							
OTAL HOURS	8	96	292	365	315	32	

Principal (PIC) - Marsha Hoffman

\$200.00

45.63 39.38 36.50

Assoc Principal (AP) / (PM)- Dana Gould

\$150.00

\$125.00

12.00

Interior Designer (ID) - Laura Burkhalter and Furniture (FFE) - Bonnie Limbird Project Architect III (PA) - TBD

\$125.00

Staff Architect II (A) - Jake Hansen Quality Control (QC) - Kelly Batcheller Mummey \$110.00 \$135.00 4.00

Subtotal: \$1,600.00 \$14,400.00 \$36,500.00 \$45,625.00 \$34,650.00 \$4,320.00 \$137,095.00

	SFS					
Bidding and Contracting	PIC (MH)	PM (DG)	ID (LB)	PA (tbd)	A (JH)	QC (KBM)
General management		12				
Pre-bid meeting		2	2	2		
Respond to bidder questions			40	40		
Review bids		2				
Addenda preparation			24	24		
OTAL HOURS	0	16	66	66	0	0
	0.00	2.00	8.25	8.25	0.00	0.00

Principal (PIC) - Marsha Hoffman

\$200.00 \$150.00

Assoc Principal (AP) / (PM)- Dana Gould Interior Designer (ID) - Laura Burkhalter

\$125.00

Project Architect III (PA) - TBD Staff Architect II (A) - Jake Hansen \$125.00 \$110.00

Quality Control (QC) - Kelly Batcheller Mummey

\$135.00

Subtotal: \$0.00 \$2,400.00 \$8,250.00 \$8,250.00 \$0.00 \$0.00 \$18,900.00

Construction Administration	PIC (MH)	PM (DG)	ID (LB)	PA (tbd)	A (JH)	QC (KBM)
PHASING - EARLY DEPARTMENT MOVE						
Move assistance		16	32	32		
Precon/OAC meetings, field report preparation (bi-weekly) - 14 total		40	40	80		
Respond to RFIs		16	60	120		
Review submittals - up to 2 reviews each		16	60	120		
Substantial completion punch list		12	12	12		
Final punch list		12	12	12		
Record documents			16	16		
OTAL HOURS	0	112	232	392	0	0

\$200.00

17.04

Principal (PIC) - Marsha Hoffman Assoc Principal (AP) / (PM)- Dana Gould

\$150.00

\$125.00

Interior Designer (ID) - Laura Burkhalter Project Architect III (PA) - TBD

\$125.00

Staff Architect II (A) - Jake Hansen

\$110.00

Quality Control (QC) - Kelly Batcheller Mummey

\$135.00

Subtotal: \$0.00 \$16,800.00 \$29,000.00 \$49,000.00 \$0.00 \$0.00 \$94,800.00

Total SFS \$433,955.00

Civil - MKEC \$ 14,000.00

Structural - BDC \$ 12,000.00

MEP / FA - FSC \$ 124,650.00

AV/Telecom/Security - LSA \$ 42,500.00

Fire Protection - FSC \$ 16,250.00

15,000.00 Cost Estimating - Cooper \$ FFE - SFS \$ 130,000.00

Total Basic Services \$ 788,355.00

2,080.00 Survey - Professional Reimbursable \$ Expenses \$ 2,500.00

Total \$ 792,935.00

ID	Task Name	Duration	Start	Finish	Pr€	ϵ	
							2023
0	Jackson County Administration Department	434 days	Tue 7/19/22	Fri 3/15/24		Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oc	t No
1	Pre-Design	20 days	Tue 7/19/22	Mon 8/15/22			
2	Notice to Proceed	1 day	Tue 7/19/22	Tue 7/19/22			
3	Kick-off Meeting	1 day	Wed 7/20/22	Wed 7/20/22	2		
4	Programming Confirmation Meetings	4 days	Wed 7/20/22	Mon 7/25/22	2		
5	Draft Program Submittal	3 days	Tue 7/26/22	Thu 7/28/22	4		
6	Program Review Meeting	1 day	Fri 7/29/22	Fri 7/29/22	5		
7	Final Program Submittal	1 day	Mon 8/1/22	Mon 8/1/22	6	8/1	
8	Survey and Base Plan Development	9 days	Wed 7/20/22	Mon 8/1/22	2		
9	Existing Conditions Assessment	5 days	Tue 8/2/22	Mon 8/8/22	8		
10	Code Analysis	5 days	Tue 8/2/22	Mon 8/8/22	8	\perp	
11	Blocking Diagrams	10 days	Tue 8/2/22	Mon 8/15/22	7		
12	Lobby Design Options	10 days	Tue 8/2/22	Mon 8/15/22	8		
13	Review Meeting 1	1 day	Wed 8/10/22	Wed 8/10/22			
14	Review Meeting 2	1 day	Wed 8/10/22	Wed 8/10/22			
15	Schematic Design	25 days	Tue 8/16/22	Mon 9/19/22	12		
16	SD Drawings, Narrative, Cost Submittal	20 days	Tue 8/16/22	Mon 9/12/22	12	9/12	
17	County Review	3 days	Tue 9/13/22	Thu 9/15/22	16	5	
18	SD Review Meeting	1 day	Fri 9/16/22	Fri 9/16/22	17		
19	Design Development	25 days	Mon 9/19/22	Fri 10/21/22			
20	DD Drawings, Narrative, Cost Submittal	20 days	Mon 9/19/22	Fri 10/14/22	18	B 10/14	
21	County Review	4 days	Mon 10/17/22	Thu 10/20/22	20		
22	Preliminary FFE Presentation	1 day	Fri 10/21/22	Fri 10/21/22	21	$ec{m{I}}$	
23	Preliminary Finishes Presentation	1 day	Fri 10/21/22	Fri 10/21/22	21	$ec{m{I}}$	
24	DD Review Meeting	1 day	Fri 10/21/22	Fri 10/21/22	21		
25	Construction Documents	70 days	Mon 9/12/22	Fri 12/16/22			
26	65% CD Submittal	20 days	Mon 10/24/22	Fri 11/18/22	24	4 11/18	
27	County Review	6 days	Mon 11/21/22	Mon 11/28/22	26	ā	
28	Final FFE Presentation	1 day	Tue 11/29/22	Tue 11/29/22	27		
29	Final Finishes Presentation	1 day	Tue 11/29/22	Tue 11/29/22	27		
30	65% CD Review Meeting	1 day	Tue 11/29/22	Tue 11/29/22	27		
31	95% CD Submittal	10 days	Wed 11/30/22	Tue 12/13/22	30	12/13	
32	County Review	3 days	Wed 12/14/22	Fri 12/16/22	31	$oldsymbol{\underline{4}}$	
33	95% CD Review Meeting	1 day	Mon 12/19/22	Mon 12/19/22	32		
34	100% CD / Permit / Bid Submittal	3 days	Tue 12/20/22	Thu 12/22/22	33		
35	Bidding and Contracting	61 days	Mon 1/2/23	Mon 3/27/23	34		
36	County Prepare for Bid	30 days	Mon 1/2/23	Fri 2/10/23	34	<u> </u>	
	Task		Project Summary			Manual Task Start-only □ Deadline ↓	
_	t: Jackson County Admin Split		Inactive Task			Duration-only Finish-only Progress	
Date:	Wed 7/13/22 Milestone	♦	Inactive Milestone	\Diamond		Manual Summary Rollup External Tasks Manual Progress	
	Summary		Inactive Summary			Manual Summary External Milestone	
						Page 1	

)	Task Name	Duration	Start	Finish	Pr€																		
						Jun	Qtr 3, 20	22 Aug	Sen	Qtr 4, 202 Oct	22 Nov	Dec	Qtr 1, 202	23 Feb	Mar	Qtr 2, 2023	B May	Jun	Qtr 3, 202	3 Aug	Sep	Qtr 4, 202 Oct	23 Nov
37	County Issue for Bid	1 day	Mon 2/13/23	Mon 2/13/23	36		Jui	, rug	у эср	1 000	1404	DCC	Jan	K	IVIGI	, Api	iviuy	Jun	701	riag	ЗСР	Oct	1101
38	SFS Respond to Questions, Issue Addenda	20 days	Tue 2/14/23	Mon 3/13/23	37																		
39	Pre-Bid Meeting	1 day	Wed 2/22/23	Wed 2/22/23										1									
40	Bids DUE	20 days	Tue 2/14/23	Mon 3/13/23	37																		
41	Contracting	10 days	Tue 3/14/23	Mon 3/27/23	40)							
42	Construction	254 days	Tue 3/28/23	Fri 3/15/24	41										1								
43	Construction	200 days	Tue 3/28/23	Mon 1/1/24	41										ì								
44	SFS Respond to RFIs, OACs, Submittals	200 days	Tue 3/28/23	Mon 1/1/24	41										ì								
45	Substantial Completion	1 day	Tue 1/2/24	Tue 1/2/24	43																		
46	Punch List	1 day	Tue 1/2/24	Tue 1/2/24	43																		
47	Final Punch List	10 days	Wed 1/3/24	Tue 1/16/24	46																		
48	Final Completion	1 day	Wed 1/17/24	Wed 1/17/24	47																		
49	Record Documents	20 days	Thu 1/18/24	Wed 2/14/24	48																		

