



COVID-19 UPDATE REPORT

Jackson County Health Department — Oct. 19, 2022

Source	New Cases per 100k	COVID-19 Hospital Admissions	Level of Transmission	Context
CDC	94.74	7.7 per 100k	Low	Includes all of Jackson County

Find COVID-19 recommendations by CDC Community Level (low, medium, high) [here](#).

COVID-19 Case Rate



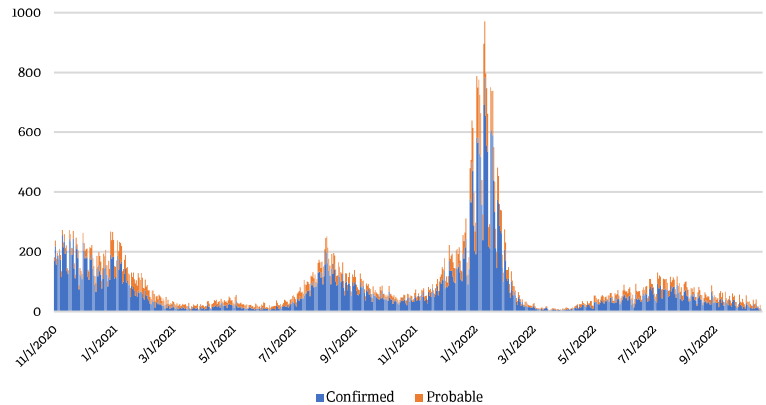
68.1

7-day case rate per 100,000

38.6%

decrease over previous 4 weeks

COVID-19 Cases in EJC, Nov. 2020 – Oct. 2022



Hospitalizations



62

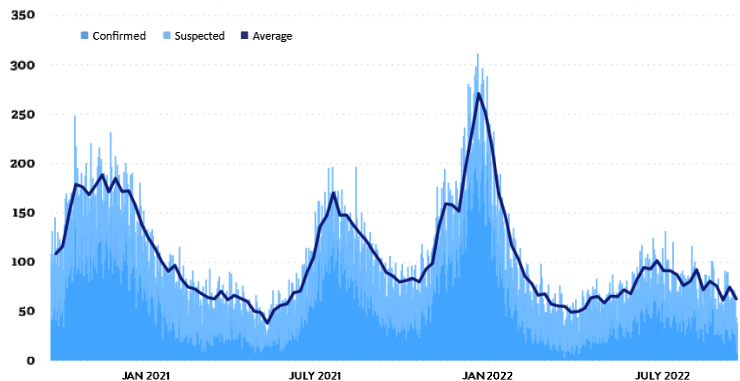
new daily avg. hospitalizations

16.0%

decrease from previous week*

*Incomplete data — 23 out of 27 hospitals reported data for this time period.

Daily Average New Hospitalizations, MARC Region



Jackson County Vaccinations

% First Dose Only	% Completed Vaccination	% Up-to-Date	Doses Administered by JACOHD
64.19%	57.70%	14.50%	90,266

COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+2	1.06%	838

The health department continues to offer weekly COVID-19 testing and vaccination — jacohd.org/events. Metro vaccine sites are available at vaccinatekc.org. [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

Response Notes

The health department is now offering the **bivalent (updated) COVID-19 boosters** to those ages 12+ at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

This week we had 200* new cases. The 7-day case rate decreased from 79.6 (week of 10/2) to 68.1 (week of 10/9).

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

*Please note that a long-term care facility belatedly reported 30+ cases this week that had occurred over the past 4 months. This should not significantly impact the rates included in this report, but does contribute to the +200 case increase from last week's total.



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

October 21 – October 27, 2022

- 10-21-2022 Friday NO MEETINGS –
- 10-24-2022 Monday NO ANTI-CRIME, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES OR 911 OVERSIGHT COMMITTEE
- 9:35 A.M. Finance & Audit Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 9:45 A.M. Land Use Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 9:50 A.M. Justice & Law Enforcement Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- 9:55 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 #5684.
- 10:00 A.M. **LEGISLATIVE MEETING -**
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area
- Closed meeting per Resolution #21074**
- 10-25-2022 Tuesday NO MEETINGS –
- 10-26-2022 Wednesday 9:00 A.M. Red Cross Blood Drive –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Foyer outside of the Kansas City Legislative
Assembly Area

11:30 A.M. Land Trust of Jackson County –
Teleconference Dial-in No. 1-605-313-6003
Access Code: 821980

10-27-2022 Thursday 6:00 P.M. Jackson County Democratic Committee Meeting –
Jackson County Courthouse, 415 East 12th Street,
2nd Floor, Kansas City Legislative Assembly Area

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$225,091.00 within the 2022 General Fund and appropriating \$347,092.00 from the undesignated fund balance of the 2022 General Fund, in acceptance of the Sheriff's Office's DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the acceptance and expenditure of grant funds.

ORDINANCE NO. 5685, October 24, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$347,092.00 by the Missouri Department of Transportation, Traffic and Highway Safety Division, for the purpose of funding a five-person DWI/Traffic Safety Unit and the cost of two new vehicles with equipment for use by the DWI Traffic Unit, for the period of October 1, 2022, to September 30, 2023; and,

WHEREAS, the grant is subject to a local match in the amount of \$225,091.00; and,

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

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Sheriff			
001-4201	55010- Regular Salaries	\$225,091	
001-9999	32810- Undesignated Fund Balance	\$347,092	
Sheriff's Traffic Unit			
001-4202	55010- Regular Salaries		\$311,854
001-4202	55030- Overtime Salaries		\$28,787
001-4202	55040- FICA Taxes		\$23,701
001-4202	55050- Pension Contribution		\$46,778
001-4202	55060- Insurance Benefits		\$39,063
001-4202	58115- Sheriff Vehicle Equipment		\$34,000
001-4202	58120- Automobiles		\$80,000
001-4202	58171- Personal Computers/Accessories		\$8,000

and,

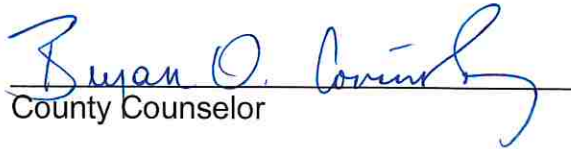
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached grant contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5685 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5685.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 4201 55010
ACCOUNT TITLE: General Fund
Sheriff
Regular Salaries
NOT TO EXCEED: \$225,091.00

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

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$347,092.00

10/20/2022
Date


Chief Administrative Officer

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

July 26, 2022

Sheriff Darryl Forte
Jackson County Sheriff's Office
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Dear Sheriff Forte:

Enclosed is a contract between the Highway Safety and Traffic Division and the Jackson County Sheriff's Office for a Dedicated Impaired Driving Enforcement project.

The project obligates \$347,091.47 in federal funds for the period October 01, 2022 through September 30, 2023. All expenditures should be claimed against project #23-154-AL-011.

Please review this contract carefully for any discrepancies or questions. If acceptable within your agency: Use the enclosed instructions to sign your contract electronically using DocuSign. This is a process that allows quick signatures and stores the signed contract electronically in the Highway Safety Grants Management System. Instructions for the DocuSign process will be explained during the contract meeting.

Or, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure



CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/02/2022

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

Project Title: Dedicated Impaired Driving Enforcement
Project Number: 23-154-AL-011
Project Category: Transfer
Program Area: 154/164 Alcohol

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2022

Federal Funds Benefiting	
State:	
Local:	\$347,091.47
Total:	\$347,091.47

Source of Funds	
Federal:	\$347,091.47
State:	
Local:	\$225,091.46
Total:	\$572,182.93

Prepared By
Wilson, Scott

Name of Grantee
Jackson County Sheriff's Office

Grantee County
Jackson

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Telephone
816-524-4302

Fax
816-795-1969

Contract Period
Effective: 10/01/2022
Through: 09/30/2023

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$347,091.47**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

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

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

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

manner with reference to the quality of work performed by the Subrecipient ~~or~~ its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

CONTRACT CONDITIONS - PAGE 5

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

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement .

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

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

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

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

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

**XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)**

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

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

CONTRACT CONDITIONS - PAGE 9

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

Instructions for Lower Tier Certification

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

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

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

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops.

Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

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

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.2 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

Jackson County impaired driving crashes (as reported by MSHP Crash Data):

2014 - 777
2015 - 741
2016 - 816
2017 - 859
2018 - 814
2019 - 894
2020 - 986

Jackson County impaired driving fatal crashes (as reported by MSHP Crash Data):

2014 - 21
2015 - 14
2016 - 16
2017 - 16
2018 - 8
2019 - 8
2020 - 20

Viewing the average number of impaired driving related fatalities during the first three years of the charts above, to the average of the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been significantly reduced since 2014, with a slight increase in 2016 and 2017.

This rapid reduction began when funds were first granted by HSD for the formation of the Traffic Safety Unit. It's also obvious that in three of the last five years, the number of impaired driving traffic crashes appeared to have "flat lined," but showed a significant increase in 2017. If history serves as a guidance, the redeployment of the TSU, and the return of focused enforcement after the lifting of the pandemic related enforcement restrictions, we should see an approximate 10-12% decrease in alcohol related traffic crashes in the selected enforcement areas. The sharp increase in 2020 may lead to a flawed assessment that focused DWI enforcement has failed, however if not for the pandemic related restrictions placed upon law enforcement, it is our opinion that this increase, if any would have been negligible.

The TSU refuses to accept that "there just aren't that many impaired driver's out there anymore." As long as impaired driving fatalities remain higher than zero, there remain more impaired drivers to be detected, and arrested.

When considering the efficiency of DWI enforcement conducted by patrol deputies, versus by full-time DWI enforcement deputies, keep the following in mind:

Patrol Deputy:

- Receives initial DWI investigation training at the academy, and possibly refreshers once or twice in his or her career.
- Performs SFSTs only a few times a year, or not at all, and is thus not comfortable with them.
- Subject to pressures of call volume and other serious crimes, may not invest the time in DWI investigations.
- Viewed by the public as "just another cop" who may, or may not be pursuing DWI offenders.
- Additionally, the Patrol Deputy may not recognize cases of drug-impaired driving, or other non-alcohol impaired driving cases.

Full-Time DWI Enforcement Deputy:

- Receives regular continuing education in DWI enforcement, including legal updates and training.
- Performs SFSTs on a regular basis, and is comfortable conducting, and testifying about the tests.

- Is assigned to full-time to DWI enforcement, and is not subject to pressures of call volume or other serious crimes.
- Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.
- Specialized alcohol-related training.

The Highway Safety Division, in the Problem Identification section of all DWI enforcement grant applications for fiscal year 2022, identified the problem of drugged drivers accounting for a significantly higher amount of impaired driving traffic crashes . Lack of training, know how, or desire of a large amount of the law enforcement community has led to drugged drivers not being properly identified when contacted and removed from the roadways. Failure to recognize this impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the contact are believed to contribute to the increase in drugged driving crashes. When agencies such as the sheriff's office have full-time DWI enforcement units working, the units frequently respond to calls from patrol regarding drugged drivers, as the average patrol deputy doesn't feel comfortable investigating these situations. In incidences when the TSU was contacted to handle these types of contacts , even by outside agencies, many drugged driving investigations have resulted in arrests that otherwise would not have been made.

During fiscal year 2021, the Sheriff's Traffic Safety Unit arrested 341 subjects for driving while intoxicated. During that same period, deputies assigned to patrol, and other divisions of the sheriff's office arrested 5.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 222.8 alcohol-impaired driving involved fatalities by December 31, 2022.

Illustrated by the data in the Problem Identification section,

Jackson County impaired driving traffic crash fatalities increased from 8 to 20 in the calendar year 2020. This was a failure in the goals set for the TSU, but this failure is mitigated by the change of personnel, and COVID-19 restrictions which were placed upon the agency preventing proactive enforcement during the majority of the year. If the imperial data from calendar year 2020 were discarded, it would show that the focused enforcement by the TSU has brought about significant decreases in previous years. The relationship between the sharp decline and the number of DWI related arrests are intrinsically linked.

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

- 2022 - 12 or fewer impaired driving fatalities
- 2023 - 8 or fewer impaired driving fatalities
- 2024 - 6 or fewer impaired driving fatalities
- 2025 - 5 or fewer impaired driving fatalities

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

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

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies and one sergeant.
2. Perform as a Full-Time Saturation Patrol. The NHTSA publication "Countermeasures that Work," 9th Edition (2017), identified Saturation Patrols as the second most effective enforcement method that can be used to address impaired driving. The TSU works as a unit, every shift. The supervisor and all deputies work the same hours, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work.
3. Continue to develop as leaders in DWI enforcement among the law enforcement community in the Kansas City metro. The TSU has assisted outside agencies on a regular basis during past fiscal years, By assisting with DWI investigations that result from crashes, and traffic stops made by patrol deputies and officers from outside agencies. The TSU will continue to develop this leadership role.
4. Engage the other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, MADD, the Highway Safety Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.
5. Utilize the Type II operators within the TSU to educate the newer members of the Sheriff 's Office, and any outside agencies, on basic identification and interdiction of impaired drivers. This training has been made a priority by the Sheriff's Office and will be taught during in service training. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers on Jackson County roadways.
6. Identify, interdict, and apprehend 400, or more, impaired drivers and forward all cases to successful prosecution.

PROJECT DESCRIPTION

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

2019-479

2020-293

2021-439

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

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the last three (3) fiscal years, the Traffic Safety Unit has had staffing changes, with several Deputies, and a Sergeant were replaced with lower paid members. Additionally, the JCISO has struggled to utilize all HMT and saturation patrol funds, which can partly be contributed to the COVID-19 pandemic. As the majority of any restrictions have now been lifted, the JCISO can now again make these areas a primary focus of enforcement.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

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

18 Total number of DWI violations written by your agency.	433
19 Total number of speeding citations written by your agency.	579
20 Total number of HVM citations written by your agency.	1553
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	1
23 Total number of warnings issued.	1285

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

24 Total number of traffic crashes.	68204
25 Total number of traffic crashes resulting in a fatality.	290
26 Total number of traffic crashes resulting in a serious injury.	1864
27 Total number of speed-related traffic crashes.	7132
28 Total number of speed-related traffic crashes resulting in a fatality.	117
29 Total number of speed-related traffic crashes resulting in a serious injury.	2593
30 Total number of alcohol-related traffic crashes.	2181
31 Total number of alcohol-related traffic crashes resulting in a fatality.	41
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	906
33 Total number of unbuckled fatalities.	128
34 Total number of unbuckled serious injuries.	332

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	100
36 Total number of commissioned patrol and traffic officers.	26
37 Total number of commissioned law enforcement officers available for overtime enforcement.	93

38	Total number of vehicles available for enforcement.	100
39	Total number of radars/lasers.	12
40	Total number of in-car video cameras.	75
41	Total number of PBTs.	12
42	Total number of Breath Instruments.	8

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

43 Identify primary enforcement locations.

The DWI/Traffic Unit regularly reviews the MSHP's Traffic Crash Mapping Utility and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include I-70 and US 24 Hwy between Blue Ridge Cutoff and Lee's Summit Road, US 71 Hwy, US-350 Hwy, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70, Southwest Blvd., Southwest Traffic way, W. 39th St., Pennsylvania Ave., J.C. Nichols Park way, and Pennway Park way, in the Mid-town Kansas City area. The DWI/Traffic Unit will conduct enforcement operations throughout the entire Jackson County area, with targeted enforcement at specific locations based on crash data.

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

45 Enter the months in which enforcement will be conducted.

October through September, all months.

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

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

Wednesday: MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit, and any ancillary roadways.

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

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

Tuesday through Friday 7:00 p.m. - 5:00 a.m. is the primary work schedule for the TSU, with Saturday's being reserved for special enforcement/saturation patrols.

Primarily the members of the TSU will work 7:00 p.m. - 5:00 a.m., Tuesday through Friday, It must be clarified that from time to time, adjustments to schedules must be made when staffing is low, and when adjustments are necessary and unavoidable. This would include times when a patrol squad has experienced a critical staffing shortage, or special assignments involving traffic control or similar events.

When it becomes necessary to make such adjustments, this will account for less than ten percent of the total enforcement time allotted to the unit.

48 Enter the number of officers assigned during the enforcement period. 6

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

We are requesting HSD fund the purchase of two additional 2022 Ford Interceptor patrol vehicles, with all associated emergency equipment, and Panasonic Tough Book computers, for the DWI unit's sole usage. The vehicles will be specifically and primarily utilized for DWI enforcement and assigned exclusively to the members of the traffic safety unit.

These vehicles will replace the currently utilized 2018 Ford Interceptor (purchased by HSD) and 2014 Dodge Charger (originally purchased by the Jackson County Sheriff's Office) which have reached the end of their serviceable lives.

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

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

ADDITIONAL FUNDING SOURCES

None

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	2023 Ford Interceptor, outfitted with interior light package, radio, and all essential equipment for safe operation of DWI enforcement, solely used by a member of the DWI enforcement unit.	2.00	\$57,000.00	\$114,000.00	\$0.00	\$114,000.00
	Computer Hardware	Panasonic Toughbook CF-33 extreme service laptop computer. For sole use by a member of the TSU.	2.00	\$4,000.00	\$8,000.00	\$0.00	\$8,000.00
					\$122,000.00	\$0.00	\$122,000.00
Personnel							
	Enforcement Hours and Fringe	Salary and fringe for one Deputy level 1, one Deputy level 2, two Deputy level 3, one Deputy level 4, and one Sergeant 1. Totaling as follows: \$311,854.40; FICA \$23,700.93; Pension (15.53%) \$46,778.16; Work comp/health insurance (12.526%) \$39,062.88; Uniform allowance \$7200. Holiday overtime \$28,786.56; Totaling \$450,182.93	1.00	\$450,182.93	\$450,182.93	\$225,091.46	\$225,091.47

					\$450,182.93	\$225,091.46	\$225,091.47
Total Contract					\$572,182.93	\$225,091.46	\$347,091.47

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	County Sign 02-23-22.pdf	02/23/2022

Request for Legislative Action

Ord. #5685
Sponsor: Tony Miller
Date: October 24, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5685
Sponsor(s):	Tony Miller	Legislature Meeting Date:	10/24/2022

Introduction

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

Project/Title:

Appropriating \$347,092 from the undesignated fund balance of the 2022 General Fund and transferring \$225,091 from the Sheriff's Office 2022 General Fund, in acceptance of the Sheriff's Office DWI/Traffic Safety Unit Salary Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 23-154-AL-011.

Request Summary

REQUEST SUMMARY

The Sheriff's Office has been awarded a grant in the amount of \$347,092 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the purpose of funding a five-person DWI/Traffic Safety Unit and the cost of two new vehicles with equipment for use the by DWI Traffic Unit, for the period of October 1, 2022, to September 30, 2023. The grant is subject to a local match in the amount of \$225,091. Project Number 23-154-AL-011.

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

001-4202-55010 General Fund – Traffic Unit – Regular Salaries \$311,854
001-4202-55030 General Fund – Traffic Unit – Overtime Salaries \$28,787
001-4202-55040 General Fund – Traffic Unit – FICA Taxes \$23,701
001-4202-55050 General Fund – Traffic Unit – Pension Contribution \$46,778
001-4202-55060 General Fund – Traffic Unit – Insurance Benefits \$39,063
001-4202-58115 General Fund – Traffic Unit – Sheriff Vehicle Equipment \$34,000
001-4202-58120 General Fund – Traffic Unit – Automobiles \$80,000
001-4202-58171 General Fund – Traffic Unit – Personal Computers \$8,000

Contact Information

Department:	Sheriff	Submitted Date:	10/6/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$572,183
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$572,183
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$347,092
001 (General Fund)	4201 (Sheriff)	55010 (Regular Salaries)	\$225,091
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4202 (Sheriff's Traffic Unit)	55010 (Regular Salaries)	\$311,854
001 (General Fund)	4202 (Sheriff's Traffic Unit)	55030 (Overtime Salaries)	\$28,787
001 (General Fund)	4202 (Sheriff's Traffic Unit)	55040 (FICA Taxes)	\$23,701
001 (General Fund)	4202 (Sheriff's Traffic Unit)	55050 (Pension Contribution)	\$46,778
001 (General Fund)	4202 (Sheriff's Traffic Unit)	55060 (Insurance Benefits)	\$39,063
001 (General Fund)	4202 (Sheriff's Traffic Unit)	58115 (Sheriff Vehicle Equipment)	\$34,000
001 (General Fund)	4202 (Sheriff's Traffic Unit)	58120 (Automobiles)	\$80,000
001 (General Fund)	4202 (Sheriff's Traffic Unit)	58171 (Personal Computers/Accessories)	\$8,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5565	November 12, 2021
5436	October 26, 2020
Prior Resolution	
Resolution:	Resolution date:

Purchasing

Request for Legislative Action

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

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

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

Request for Legislative Action

Submitted by Sheriff requestor: Elizabeth A. Money on 10/6/2022. Comments:

Approved by Department Approver Ronald A. Fletcher on 10/6/2022 8:05:13 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/7/2022 9:03:11 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/7/2022 11:04:59 AM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 10/12/2022 9:22:58 AM. Comments: Please change "amount authorized" to 572,183, change 32810 on budget tab to 347,092, change 55030 to 28,787.

Submitted by Requestor Elizabeth A. Money on 10/12/2022 9:30:36 AM. Comments: Edits made as instructed by Budget Office.

Approved by Department Approver Ronald A. Fletcher on 10/12/2022 9:36:06 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/12/2022 10:58:50 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/12/2022 11:11:38 AM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 10/12/2022 11:20:57 AM. Comments: Please change "Amount Authorized" to 572,183 and change 55094 to 55010

Submitted by Requestor Elizabeth A. Money on 10/12/2022 11:42:49 AM. Comments: Further edits made as instructed by Budget Office.

Approved by Department Approver Ronald A. Fletcher on 10/12/2022 2:19:33 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/12/2022 2:44:24 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/12/2022 3:16:05 PM. Comments:

October 20, 2022

eRLA #695

Page 4 of 4

Approved by Budget Office Approver Sarah L. Matthes on 10/14/2022 10:44:54 AM. Comments: Fiscal Note Attached

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 14, 2022

ORD # 5685
eRLA # 695

Department / Division	Character/Description	From	To
General Fund - 001			
4201 - Sheriff	55010 - Regular Salaries	225,091	
9999 - Non Specific	32810 - Undesignated Fund Balance	347,092	
4202 - Sheriff's Traffic Unit	55010 - Regular Salaries		311,854
4202 - Sheriff's Traffic Unit	55030 - Overtime Salaries		28,787
4202 - Sheriff's Traffic Unit	55040 - FICA Taxes		23,701
4202 - Sheriff's Traffic Unit	55050 - Pension Contribution		46,778
4202 - Sheriff's Traffic Unit	55060 - Insurance Benefits		39,063
4202 - Sheriff's Traffic Unit	58115 - Sheriff Vehicle Equipment		34,000
4202 - Sheriff's Traffic Unit	58120 - Automobiles		80,000
4202 - Sheriff's Traffic Unit	58171 - Personal Computers/Accessories		8,000
<div style="border: 1px solid green; border-radius: 5px; padding: 2px; display: inline-block;"> <b style="color: green;">APPROVED <small>By Sarah Matthes at 10:44 am, Oct 14, 2022</small> </div>		<u>\$ 572,183</u>	<u>\$ 572,183</u>

Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$3,000.00 within and appropriating \$10,670.00 from the undesignated fund balance of the 2022 Inmate Security Fund and awarding a contract for the furnishing of software maintenance services for the electronic inmate movement tracking system for use by the Department of Corrections to TimeKeeping Systems, Inc., of Solon, OH, at an actual cost to the County in the amount of \$35,670.00, as a sole source purchase.

ORDINANCE NO. 5686, October 24, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, by Resolution 20583, dated December 7, 2022, the Legislature awarded a contract for the furnishing of an electronic inmate movement tracking system for use by the Department of Corrections to TimeKeeping Systems, Inc., of Solon, OH, under the terms and conditions of Request for Proposals No. 60-20, at an actual cost to the County in the amount of \$185,172.00; and,

WHEREAS, the Department of Corrections has a need to purchase annual software maintenance on this proprietary system; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Directors of Finance and Purchasing and Corrections recommend the acquisition of the needed software maintenance from TimeKeeping Systems, Inc., of Solon, OH, as a sole source purchase, based upon TimeKeeping Systems Inc.'s status as the sole provider of its own proprietary software and maintenance; now therefore;

BE IT ORDAINED by the Legislature of Jackson County, Missouri, that the following appropriation and transfer within the 2022 Inmate Security Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Inmate Security Fund 036-9999	32810- Undesignated Fund Balance	\$10,670	
Corrections 036-2701	58180- Audio/Video Recording Equipment	\$3,000	
036-2701	58170- Other Equipment		\$13,670

and,

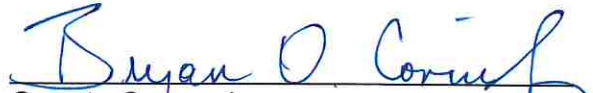
BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the contract be awarded as recommended by the Directors of Finance and Purchasing and Corrections, and that the Director of Finance and Purchasing be, and hereby is, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5686 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5686.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER 036 9999 32810
ACCOUNT TITLE Inmate Security Fund
Undesignated Fund Balance
NOT TO EXCEED \$10,670.00

ACCOUNT NUMBER 036 2701 58180
ACCOUNT TITLE Inmate Security Fund
Corrections
Audio/Video Recording Equipment
NOT TO EXCEED \$3,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

ACCOUNT NUMBER 036 2701 58170
ACCOUNT TITLE Inmate Security Fund
Corrections
Other Equipment
NOT TO EXCEED \$35,670.00

10/20/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ordinance No.: 5686
Sponsor: Theresa Cass Galvin
Date: October 24, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5686
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	10/24/2022

Introduction
Action Items: ['Authorize', 'Appropriate', 'Transfer']
Project/Title:
<p>We currently have \$22,000.00 available in the Account 58170 (Other Equipment) we are needing to Appropriate \$10,670.00, from the Undesignated Fund Balance in Fund 036 in addition to Transferring \$3,000.00 within the Jackson County Sheriff's Office, Detention Center budget to make the annual reoccurring payment in the amount of \$35,670.00, for the Inmate Movement Tracking System under the terms and conditions of Request for Proposal No. 60-20 to the contracted vendor, TimeKeeping Systems Inc of Solon, OH.</p> <p>There is an annual support and hosting fee to utilize this equipment. Please consider TimeKeeping Systems Inc, the Sole Source vendor for the Guard1 equipment and services Per Chapter 10 Section 1030.1.</p>

Request Summary
<p>The Jackson County Sheriff's Office, Detention Center requires and electronic, Inmate Movement Tracking System. A contract was awarded under Resolution 20583 which included an annual expense to maintain the system and equipment. This transfer will allow the funds to be moved to the appropriate account in order to make this annual payment. There is an annual support and hosting fee to utilize this equipment. Please consider TimeKeeping Systems Inc, the Sole Source vendor for the Guard1 equipment and services Per Chapter 10 Section 1030.1.</p>

Contact Information			
Department:	Corrections	Submitted Date:	8/10/2022
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information	
Amount authorized by this legislation this fiscal year:	\$35,670
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$35,670
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
036 (Inmate Security Fund)	2701 (Corrections)	58180 (Audio/Video Recording Equipment)	\$3,000
036 (Inmate Security Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$10,670
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
036 (Inmate Security Fund)	2701 (Corrections)	58170 (Other Equipment)	\$13,670

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20583	December 14, 2020

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

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

Fiscal Information

Request for Legislative Action

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

Submitted by Corrections requestor: Deloris M. Wells on 8/10/2022. Comments:

Approved by Department Approver Diana L. Knapp on 8/11/2022 1:49:57 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 8/11/2022 2:09:29 PM. Comments: Please reference Chapter 10 Section 1030.1 in the request as you are making this purchase as a Sole Source

Submitted by Requestor Deloris M. Wells on 8/16/2022 11:46:16 AM. Comments: I have added the requested information.

Approved by Department Approver Diana L. Knapp on 8/16/2022 12:01:42 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/16/2022 3:50:42 PM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 8/16/2022 4:00:20 PM. Comments: TimeKeeping System's Certificate of Compliance has expired. To renew, they can go to <https://jacomocompliance.com/login.php> and log into their existing account.

Submitted by Requestor Deloris M. Wells on 8/18/2022 7:49:23 AM. Comments: Per Katie Bartle, Certificate has been renewed.

Approved by Department Approver Diana L. Knapp on 8/18/2022 8:29:47 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/18/2022 10:33:07 AM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 8/18/2022 4:27:09 PM. Comments: TimeKeeping Systems has applied for a Certificate of Compliance, but does not have an approved tax check yet. I emailed a more detailed explanation. Please hold the RLA until they renew - the Compliance Office will contact you when it is done.

Submitted by Requestor Deloris M. Wells on 8/19/2022 2:30:03 PM. Comments: Sent copy of Certificate and Ms. Bartle has confirmed receipt.

Approved by Department Approver Diana L. Knapp on 8/19/2022 2:37:36 PM. Comments:

Approved by Purchasing Office Approver Craig ARR #612 on 8/22/2022 3:01:35 PM. Comments: Page 4 of 4

Approved by Compliance Office Approver Katie M. Bartle on 8/23/2022 12:30:15 PM. Comments:

Fiscal Note:

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

Date: October 11, 2022

ORD # 5686
eRLA ID #: 612

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>036 Inmate Security Fund</u>			
9999 -	32810 Undesignated Fund Balance	\$ 10,670	\$ -
2701 Corrections	58180 Audio/Video Recording Equipme	3,000	-
2701 Corrections	58170 Other Equipment	-	13,670
		<u>\$ 13,670</u>	<u>\$ 13,670</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# 270122005 000

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>036 Inmate Security Fund</u>		
2701 Corrections	58170 Other Equipment	\$ 35,670
		<u>\$ 35,670</u>

APPROVED
By Mark Lang at 9:57 am, Oct 11, 2022
Budget Office



Jackson County Detention Center

Office of the Jackson County Sheriff

Sheriff Darryl Forté



To: Barbara Casamento

From: Deloris Wells-Deputy Director of Administration

DATE: 8/10/22

SUBJECT: **Sole Source- TimeKeeping Systems Inc-Guard1**

TimeKeeping Systems Inc. provided Guard 1, which is an Inmate Movement Tracking System (IMTS) with RFID wristbands that increase operational efficiencies through a robust workflow allowing collection, recording, and analysis of inmate movement and staff activity information all housed in one system. This technology has increased the ability to manage staff, and most importantly maintain accurate activity logs.

This system and the handheld computing and scanning devices require on-going support and maintenance. All supportive equipment, hardware, and software are setup for use with TimeKeeping Systems Inc. There is an annual support and hosting fee to utilize this equipment. Please consider TimeKeeping Systems Inc, the Sole Source vendor for the Guard1 equipment and services.

Deloris Wells

INVOICE

TimeKeeping Systems, Inc.
 30700 Bainbridge Road
 Suite H
 Solon, Ohio 44139
 Ph: 216-595-0890
 Fax: 216-595-0991
 Tax ID: 34-1530120

INVOICE NO	PAGE
378029	1

INVOICE DATE
2/8/2022

BILL TO: Jackson County Detention Center
 1300 Cherry St
 Attn: Accounts Payable
 Kansas City, MO 64106
 United States

SHIP TO: Jackson County Detention Center
 1300 Cherry St
 Attn: Matthew Lewis
 Kansas City, MO 64106
 United States

ORDER NO	ORDER DATE	CUSTOMER NO	LOC	SALES REP	TERMS
1145562	2/8/2022	JAC002	TKS	WES	Net 30 Days

CUSTOMER PO NUMBER	JOB NUMBER	SHIP VIA	FOB
ANNUAL CLOUD BILLING		Not Applicable	

ITEM NUMBER DESCRIPTION	QTY ORDERED	QTY SHIPPED/RETURNED QTY BACKORDERED	UNIT PRICE	UOM DISC%	EXTENDED PRICE
G1RT-CLOUD-STD GUARD1 - Annual Support & Hosting, SQL Standard system	1.0000	1.0000 0.0000	9,995.000	EA 0.00	9,995.00
G1RT-AL-U GUARD1 Real Time Android Lic. Unlimited Users per device/yr	65.0000	65.0000 0.0000	395.000	EA 0.00	25,675.00

TOTAL AMOUNT	35,670.00	
MISC CHARGES	0.00	
SHIPPING	0.00	
SALES TAX	0.00	
TOTAL INVOICE	35,670.00	USD

Support Code: 26175-3052
 Technical Support through 2/24/2023

THIS IS THE ONLY INVOICE YOU WILL RECEIVE. PLEASE ADVISE US IMMEDIATELY IF YOU RECEIVED THIS IN ERROR.

All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, available at www.guard1.com/about/privacy-policy/#terms-and-conditions-of-sale

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$612,548.00 from the undesignated fund balance of the 2022 County Improvement Fund and awarding a contract for the design and construction of the Jacomo Campground Wastewater Treatment Plant for use by the Parks + Rec Department to She Digs It, LLC, of Blue Springs, MO, under the terms and conditions of Invitation to Bid No. 91-22, at an actual cost to the County not to exceed \$929,359.00.

ORDINANCE NO. 5687, October 24, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Parks + Rec Department has a need to replace the Jacomo Campground Wastewater Treatment Plant that is currently out of compliance with Missouri state regulations; and,

WHEREAS, the Purchasing Director has solicited formal written bids on Bid No. 91-22 for the required equipment; and,

WHEREAS, a total of twenty-six notifications were distributed and viewed and three bids were received and reviewed, with one rejected as noncompliant, and the other two received from the following:

<u>BIDDER</u>	<u>BID</u>
She Digs It, LLC Blue Springs, MO	\$929,359.00
Genesis Environmental Solutions, Inc. Blue Springs, MO	\$979,857.00

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 Jacomo Campground Wastewater Treatment Plant to She Digs It, LLC, of Blue Springs, MO, for the reason that it has submitted the lowest and best bid, at an actual cost to the County not to exceed \$929,359.00; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund 036-9999	32810- Undesignated Fund Balance	\$612,548	
Construction Services 036-1608	58060- Other Improvements		\$612,548


and,

BE IT FURTHER ORDAINED that the 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,

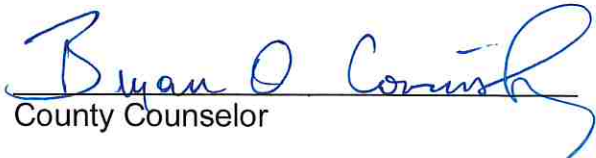
BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5687 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5687.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 013 9999 32810
ACCOUNT TITLE: County Improvement Fund
Undesignated Fund Balance
NOT TO EXCEED: \$612,548.00

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

ACCOUNT NUMBER: 013 1608 58060
ACCOUNT TITLE: County Improvement Fund
Construction Services
Other Improvements
NOT TO EXCEED: \$929,359.00

10/20/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5687

Sponsor: Theresa Cass Galvin

Date: October 24, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5687
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	10/24/2022

Introduction

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

Project/Title:

Transferring Funds, and Awarding a contract for the Jacomo Wastewater Treatment Plant replacement, to SheDigs It LLC of Blue Springs, Missouri under the terms and conditions of Invitation to Bid 91-22.

Request Summary

Parks + Rec has been notified by the Missouri Department of Natural Resources (MO DNR) that the existing Jacomo Campground wastewater treatment plant is out of compliance with current state regulations. In March of 2022 MO DNR approved plans to construct a new non-discharge system that will replace the existing system. The new system will not require Parks to hold a MO DNR wastewater permit to operate.

Advertisements were posted by the Purchasing Division of the Finance Department on the Bonfire website.

196 notifications were sent out through the Bonfire system, and 26 vendors downloaded and reviewed the bid documents. A total of three (3) bids were submitted. A total of two (2) bids met all qualifications of the submission requirements. A summary of the bids are as follows:

<u>Bidder Name</u>	<u>City and State</u>	<u>Bid Submitted</u>
SheDigs It, LLC	Blue Springs, MO	\$ 929,359.00
Genesis Environmental Sol.	Blue Springs, MO	\$ 979,857.00

Pursuant to Section 1054 of the Jackson County Code, Chapter 10 Purchasing, the Director of Parks + Rec and the Director of Finance and Purchasing recommend that a contract be awarded to SheDigs It, LLC (Blue Springs, MO), being the lowest and best bidder. SheDigs It is a current WBE term and supply vendor and the quality of their past work for the Department has been excellent. Additionally, SheDigs It recently installed a similar wastewater system for the Public Works, Road and Bridge facility in Grain Valley. That project was on time and on budget.

Parks + Rec request that:

1. The County Executive is authorized to execute a construction contract with SheDigs It, LLC in the amount of \$929,359.
2. The Director of Finance and Purchasing be authorized to encumber funds to cover the costs of this contract.
3. The Director of Parks + Rec be authorized to approve adjustments in the construction contract, to the extent that there will be no further funding obligation by the County.

Request for Legislative Action

Contact Information			
Department:	Parks + Rec	Submitted Date:	10/7/2022
Name:	Kay Norris	Email:	knorris@jacksongov.org
Title:	Administrative Assistant, Park Operations	Phone:	816-503-4828

Budget Information			
Amount authorized by this legislation this fiscal year:			\$929,359
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$929,359
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$612,548
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
013 (County Improvement Fund)	1608 (Construction Services)	58060 (Other Improvements)	\$612,548

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

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

Request for Legislative Action

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE: 9.69%	exceeded assigned goal
WBE: 45.00%	Certified WBE
VBE: .00%	Voluntary
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

Fiscal Information
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.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 Parks + Rec requestor: Brian P. Nowotny on 10/7/2022. Comments:

Approved by Department Approver Michele Newman on 10/7/2022 12:09:07 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 10/10/2022 8:40:29 AM. Comments: Please attach the pertinent copies of the recommended bid

Submitted by Requestor Brian P. Nowotny on 10/10/2022 2:09:53 PM. Comments: Bid Documents attached.

Approved by Department Approver Michele Newman on 10/10/2022 2:23:08 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/10/2022 2:32:15 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/10/2022 2:47:34 PM. Comments:

Approved by Budget Office Approver Mark Lang on 10/11/2022 10:46:17 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 10/11/2022 1:28:22 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 8:53:24 AM. Comments:

Fiscal Note:

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

Date: October 11, 2022

ORD # 5687
eRLA ID #: 698

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>013 County Improvement Fund</u>			
9999 -	32810 Undesignated Fund Balance	\$ 612,548	\$ -
1608 Construction Services	58060 Other Improvements	-	612,548
		<u>\$ 612,548</u>	<u>\$ 612,548</u>

Fiscal Note:

This expenditure was included in the Annual Budget

PC# 160822007 000

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>013 County Improvement Fund</u>		
1608 Construction Services	58060 Other Improvements	\$ 929,359
		<u>\$ 929,359</u>

APPROVED
By Mark Lang at 10:45 am, Oct 11, 2022

Budget Office



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Administrator

FROM: John Johnson, Supt. Park Operations

DATE: October 7, 2022

SUBJECT: Recommendation - Bid No. 91-22, Wastewater Treatment Plant – Jacomo Campground

In 2018 Parks + Rec was put on notice by the Missouri Department of Natural Resources (MO DNR) that the existing Jacomo Campground wastewater treatment plant was out of compliance with new state regulations. The County was given until 2022 to meet the specifications to operate the system, or face fines and/or closure of the system at this location. On March 9, 2022, MO DNR approved plans and specifications to construct a non-discharge system that will replace the existing system. The new system will not require Parks to hold a MO DNR wastewater permit to legally operate.

Parks recommends accepting the lowest and best bid from SheDigs It of Blue Springs, Missouri. SheDigs It is a current WBE term and supply vendor and the quality of their past work for the Department has been excellent. Additionally, SheDigs It recently installed a similar wastewater system for the Public Works, Road and Bridge facility in Grain Valley. That project was on time and on budget.

Funding for this project, in the low bid amount of \$929,359, is in the 2022 capital budget: 013-1608-58060.

Please advise if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive

Construction Services for Lake Jacomo Campground Wastewater Treatment Facility

INVITATION TO BID # 91-22

Item No.	Specs	Description	Quantity	Units	Unit Price	Total Price
		Bid Items				
1		New Wastewater Treatment Facility	1	Lump Sum	\$909,359	\$909,359.00
2	TS-14	Force Account	1	Lump Sum	\$20,000	\$20,000
		Total Amount Bid for Project =				\$929,359.00

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

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is require for each business entity)

STATE OF Missouri)
COUNTY OF JACKSON) ss

On the 13TH day of September, 2022, before me appeared Charlyl Gaudinse
(Affiant name)

personally know to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated as required by Section 285.530, RSMo, to enter into any contract agreement with the County to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the OPERATING MANAGER of SHERIDAN TP LLC
(Title) (Business Name)

and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jackson County, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jackson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

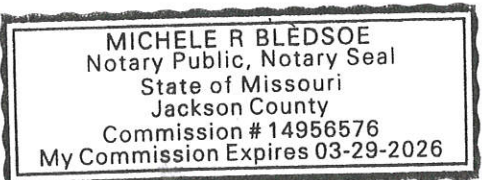
• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employee or continue to employ any unauthorized alien to work within the State of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and under duress.

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri, this

8th day of Sept, 2022.

My Commission Expires 3/29/26 [Signature]
Notary Public



See attached
EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that they proposes to perform the work in the following manner and with the following equipment:

- a. The work, if awarded, will have the personal supervision of whom?

Roland Johnson

- b. List below the equipment that will be used or is available for use on this contract.

QUANTITY ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

Note: Attach additional sheets if required

As of 8/31/22

	EQUIPMENT	SERIAL NO.	VIN
150 CONSTRUCTION EQUIPMENT			
Excavators			
101	2012 Doosan DX300LC Hydraulic Excavator	0000CECAI-001017	
102	2016 Caterpillar 314ELCR Hydraulic Excavator	ZJT01668	
103	2016 John Deere 50G Compact Excavator	1FF050GXEGH284916	
104	2012 Volvo EC35C Mini Excavator	VCEC35C0A00005140	
105	2012 Volvo EC20C Mini Excavator	VCE0C20CP00002652	
107	John Deere 135G Excavator	1FF135GXCHF500530	
108	2015 Wacker 8003 Track Excavator	CE0605HPAL00701	
109	2018 Takeuchi TB290 Ex	186105077	
110	2014 Kubota K008-3 Mini Excavator	40507	
111	2005 Komatsu 200LC-7L Hydraulic Excavator	KMTPC049J54A87500	
112	2014 John Deere 350G LC Hydraulic Excavator	1FF350GXEEE809808	
113	2014 Cat 321D LCR excavator	CAT0321DHMPG00966	
114	2013 Komatsu PC490LC-10 Hyd Excavator	KMTPC239T54A40234	
115	2008 Hyundai Robex 290LC-7A Long reach	N80710785	
116	2017 Komatsu PC240L-11LF 60' Long Reach	A22153	
117	2019 Linkbelt 245 - rental/purchase	LBX245Q7NHEX1314	
118	Volvo ECR145CL excavator	VCECR145C00110638	
119	2018 Komatsu PC88MR-10 mini excvator	8402	
Loaders			
207	2006 Case 621D Wheel Loader	JEE0139599	
209	2008 Cat 963D track loader	CAT963DCLCS00883	
210	2011 Cat 963D Track Loader	0LCS01758	
211	2020 Takeuchi TL12V2	4120003102	
212	2018 Takeuchi TL12R2 High Flow	412101470	
213	2018 Takeuchi TL12R2 High Flow	412100313	
214	Boxer 320 Compact Utility Loader	3428	
215	2017 Takeuchi TL12V2	412001076	
216	2016 Cat 262D	DTB05562	
217	2021 Takeuchi TL12v2	412004141	
218	2010 Cat 924H Wheel Loader	CAT0924HCHXC01805	
219	2014 Cat 272D Skid Steer Loader	B5W00806	
220	2018 TL12V2-CRR	412001638	
Other Utililty Equipment			
301	2017 FKW FX55 Hydraulic Breaker	X55-06850	
302	2017 FKW HP35 ME Plate Compactor	350929	
303	Chicago Pneumatic RX38 Hydraulic Hammer	DEQ170778	
305	FKW x175 Hydraulic Breaker	X175-01534	
307	RX4II Hydraulic Breaker	B96543	
308	RX2II Hazmat Hydraulic Breaker	BES099824	
309	2018 Tugger Assembly (pipe bursting)	1852284	
310	Gen-Eye Prism Camera model SLGPRA	181241SLF	
311	Coneqtec HS-57 Manhole Saw (for skid steer)		
312	RC150 Hydraulic Compactor	DEQ196058	
313	2015 Wacker RD12A Tandem Vib. Roller	24248263	
314	NPK GH-10 breaker for Cat321		
315	2005 Ingersoll Rand SD70D Roller	185447	
316	2020 Okada ORV1300 Hyd Breaker	82V1104	
317	Schwing P88 concrete pump	171088402	
318	2021 Suihe 1-K 4000 PSI pressure washer		
319	Godwin 6-in portable pump	12762588	
320	Wacker Neuson G-25 Portable Gen	5938619	
321	Key Vision Push Camera & Locator	5999, W690, D210	
322	Seesnake CS6X Versa Camera & Monitor		
323	2017 Vestek Trench Box 10x20	V170522	
324	2022 Epiroc Breaker	SBU340	
Plumbing Equipment			
401	SDP Gen Eye Camera w/Locator		
Shop Equipment			
501	1999 Daewoo Forklift #1800	99-01800	
502	Cat DP70N Forklift	AT20D10035	

	153 AUTOS/TRUCKS	VIN
1	2015 Utility Trailer 5RVH62020FP027414	5RVH62020FP027414
2	2016 Lincoln Navigator	5LMJJ2JT3GEL12275
3	2016 Ford F150 Supercrew	1FTEW1E66GFC07290
4	2016 Ford F150	1FTMF1C82GKF49236
5	2016 Ford F150	1FTMF1CP1GKF43323
6	2017 Ford Super Duty	1FT7X2AGXHCE94465
7	2017 Ford F150	1FTEX1EP5HKC24331
8	2018 Elite 102x25 Pintle Trailer	1E9BF2529S230123
10	2011 Ford F250 Super Crew Diesel	1FT7W2BT2BEC00853
11	2004 GMC T7500 dump truck	1GDP7F1354F521784
13	2014 Ford E350	1FDWE3FL5EDA74377
14	2018 Ford F150	1FTEX1EP1JKD43824
15	2007 Ford F750 XL2500 Gal Water Truck	3FRWF75E47V394287
16	1999 GMC T7500 COE Dump Truck	1GDM7C1C3XJ500709
17	2013 Pro Hauler 4x7 Equip. Trailer	5631A1414DM001358
19	2019 Elite Pintle Trailer	1E9BF2528KS230227
20	2019 Load Trail 102x22 Skid Trailer	4ZECH222XK1181505
23	2011 Ford F750 ext. cab dump truck	3FRXX7FL48V401682
24	2014 Ford F250 Super Duty SuperCab	1FT7X2A67EEB34510
25	2015 Ford E350 Superduty Van	1FDWE3FL9FDA01627
28	2015 Ford F150	1FTEX1CP4FFA55296
30	2010 Inti Workstar 7400 Dump Truck	1HTWHAZT9AJ245254
31	2014 Ford F250 Super Duty XL Super Cab	1FD7X2B61EEA04460
32	2012 F250 SuperDuty Crew Cab	1FT7W2BTOCEA29568
34	2013 Ford 550	1FD0W5HT0DEA42859
35	Wesco Pressure Washer Trailer	103000GL35
36	2010 Ford F250 XL 4x4 Plow/Sander Truck	1FDNF2B52AEB37501
37	2009 F450 Superduty XL Flatbed	1FDGX46R99EA88050
38	2013 Cat CT660L Day Cab Truck Tractor	1HSJKTKXDJ301034
39	2007 1XL-110 CHDG Lowboy Trailer	4U3J053357L007127
40	2015 Heil 407AL Fuel Tank Trailer	3H4DL4426F3G46684
41	2014 Heil 407AL Fuel Tank Trailer	5HTDL4421E3G46583
42	2011 International 7400 Jetter Truck	1HTWDAAR4BJ331309
43	2016 Ford F350 SD Crew Cab	1FT8W3B69GEC51682
44	2012 F550 SD Crew Flatbed	1FD0W5HT1CEC62722
45	2008 Ford F550 Super Duty Flatbed	1FDAF57RX8EE40998
46	2011 Ford F250 SD Super Cab	1FT7XBT2BEA30880
47	2015 Ford F550 SD Service Truck	1FDUF5HT5FEA63923
48	2008 International 9200I semi truck	2HSCEAPRX8C668120
49	2014 Kenworth T800 semi truck	1XKDPPTXJEJ419736
50	2017 MAC end dump trailer	5MADN3226HX038881
51	1999 Wabash Dry Van Trailer	1JUV532W4XL544124
52	2023 F450 CCTV	1FDXE4FN1NDC33293
53	2016 Wester Star Vac Truck	5KKHAVCY7GPHK4169
54	1998 Trail King TK40LP Equipment Trailer	1TKC02426WM122344
55	1998 Rogers Brothers equipment trailer	1RBT31209WAR23131

See attached

LIST OF CONTRACTS ON HAND

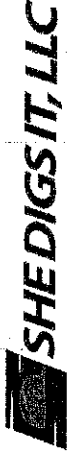
Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete

Attach additional sheets as needed



Projects In Progress

Project Name	Owner/General Contractor	Contact	Scope of Work	Contract Amount	Est. Completion Date	% Complete
MCCKC Plumbing Maintenance Contract	Metropolitan Community Colleges	816-604-1138	Plumbing	n/a	12/31/22 (renewable)	n/a
KCSD Plumbing Maintenance Contract	Kansas City Missouri School District	816-215-1920	Plumbing	n/a	12/31/22 (renewable)	n/a
BSMO Maintenance Contract	City of Blue Springs Parks & Rec	816-228-0265	Plumbing, Site Utilities	n/a	12/31/22 (renewable)	n/a
20221 KCI Parking Garage	KCMO / Rodriguez Mechanical	913-281-1814	Plumbing	\$1,181,000.00	6/30/2022	98%
20230 Lee's Summit Middle School	Lee's Summit School Dist / McCown Gordon	816-602-0534	Site Utilities	\$1,074,955.00	5/31/2022	99%
21133 15th St Pump Station	KCMO Water Services	816-513-0568	Pump Station Upgrades	\$4,980,566.00	12/31/2022	70%
21154 Hogan Prep	Hogan Prep Academy / McCown Gordon	816-602-0534	Site Utilities	\$389,174.00	5/31/2022	85%
21160 120" Emergency Sewer Cleaning	KCMO Water Services	816-513-0568	Sewer Cleaning	\$1,465,570.00	5/31/2022	95%
21186 Blue Springs School Dist. Additions	Blue Springs School Dist / Newkirk Novak	913-312-9535	Site Utilities, Plumbing	\$1,414,695.00	12/31/2022	40%
22000 Jackson County WWTF	Jackson County MO	816-881-4429	Site Utilities	\$411,158.00	12/31/2022	5%
22001 Bison Park	City of Independence	816-325-7609	Site Utilities	\$306,724.00	10/31/2022	65%
22003 BSSD Pool Facility	Blue Springs School Dist / Newkirk Novak	913-312-9535	Site Utilities	\$242,599.00	6/30/2022	60%
22005 Oak Grove Elementary	Oak Grove School Dist / JE Dunn	816-426-8140	Site Utilities	\$104,506.00	6/30/2022	50%
22012 Raytown Stormwater Maint	City of Raytown	816-365-8658	Site Utilities	\$213,263.00	9/30/2022	5%
22017 Prairie Trace W Lift Station	City of Gardner	913-856-0980	Site Utilities	\$907,192.00	12/31/2022	10%
22554 Ray Pec 9th Grade Center	Ray-Pec School District / JE Dunn	816-426-8140	Plumbing	\$1,449,493.00	12/31/2022	5%



Major Projects Completed

Project Name	Owner / General Contractor	Contact	Scope of Work	Amount	Completion Date
19054 Citywide Automated Metering	KCMO / Leath & Sons Construction	816-353-8623	Water Meter Adjustments & Repair	\$300,000.00	3/31/2020
19141 Blue Springs School Dist. Pkg #3	Blue Springs School Dist / Newkirk Novak	913-312-9535	Plumbing	\$265,874.00	3/31/2020
19170 54" Sewer Rehab	KCMO / SAK Construction	636-385-1076	Sewer	\$75,000.00	2/28/2020
19222 2019 Citywide Sewer Main Repairs	KCMO / SAK Construction	636-385-1076	Sewer	\$1,308,257.00	1/31/2022
19223 Blue Springs Marine	City of Blue Springs / B. Dean Construction	816-795-3733	Site Utilities, Plumbing	\$148,036.00	4/30/2020
19279 KCI Logistics Trailer Complex	KCMO / Universal Construction Co.	913-342-1150	Utilities, Sewer, Excavation	\$256,000.00	2/15/2020
19289 Collar Club	Collar Club / Jaco Construction	316-252-8200	Utilities, Plumbing	\$128,153.00	4/1/2020
20047 Pump Station 23	UGWYCO	913-573-5400	Utilities, Pump Station	\$141,200.00	10/15/2020
20065 MCPL Colbern Rd	MCPL / JE Dunn	913-636-7663	Site Utilities	\$233,527.00	9/30/2020
20118 NKCHS Norclay Parking Lot	NKC School District / Newkirk Novak	913-312-9535	Site Utilities & Grading	\$112,982.00	8/31/2020
20119 Grain Valley High School Phase 5	Grain Valley School Dist / McCown Gordon	816-602-0534	Site Utilities	\$318,876.00	10/15/2020
20156 NK Early Childhood Ctr	NKC School District / McCown Gordon	816-602-0534	Site Utilities	\$135,874.00	10/31/2020
20191 89th & Lane Stormwater	KCMO / Leath & Sons Construction	816-353-8623	Stormwater Repairs	\$36,790.00	12/31/2020
20041 Liggett Trail Elementary	Blue Springs School Dist / Fogel Anderson	816-842-6914	Utilities, plumbing	\$538,944.00	3/31/2021
20042 Indian Creek Elementary	Center School District / Newkirk Novak	913-312-9535	Plumbing, Excavation	\$627,925.00	3/31/2021
20080 Citywide Automated Metering	KCMO / Leath & Sons Construction	816-353-8623	Water Meters	\$200,000.00	4/30/2021
20218 Winnetonka Athletic Upgrades	NKC School District / McCown Gordon	816-602-0534	Site Utilities	\$178,024.00	3/31/2021
21040 Cheddington Storm Sewer	Raintree Community	816-823-7331	Storm Sewer	\$182,403.00	6/30/2021
20231 Oak Park Athletic Upgrades	NKC School District / McCown Gordon	816-602-0534	Site Utilities	\$361,107.00	8/31/2021
20169 Blue Valley Elementary	Blue Valley School Dist / McCown Gordon	816-602-0534	Site Utilities, Excavation,	\$726,512.00	8/31/2021
19320 KCI Airport Terminal	KCMO / US Engineering	816-753-6969	Plumbing	\$6,579,660.00	11/30/2021
20161 Citywide Sewer Man Repairs	KCMO / SAK Construction	636-385-1076	Sewer & Water Main	\$808,249.00	10/31/2021
20251 MCC Advanced Mfg Institute	MCC / McCown Gordon	816-602-0534	Site Utilities	\$46,773.00	11/30/2021
20232 MCC Blue River	MCC / McCown Gordon	816-602-0534	Site Utilities	\$137,230.00	11/30/2021
19321 Pleasant Valley Baptist Church	PVBC / Pearce Construction	816-941-3000	Plumbing	\$218,919.00	10/31/2021
21084 Sanitary Sewer Repairs	Platte Co. Regional Sewer Dist	816-858-2052	Sanitary Sewer Repairs	\$427,465.00	10/31/2021
21144 Sanitary Sewer Imp 29th & Forest	KCMO Water Services	816-513-0568	Sanitary Sewer	\$154,609.00	11/30/2021
20233 Blue Valley ANTDAC	Blue Valley School Dist / JE Dunn	816-426-8140	Storm, Water, Excavation	\$416,916.00	1/31/2022
20250 Staley High School	NKC School Dist / McCown Gordon	816-602-0534	Site Utilities	\$150,292.65	1/31/2022
21037 Spring Hill Middle School #3	Spring Hill School Dist / JE Dunn	816-426-8140	Storm, Water, Excavation	\$1,277,910.00	2/28/2022
21074 New Reformation Church	New Reformation Church / Pearce Construction	816-941-3000	Plumbing	\$126,630.00	1/31/2022



Key Individual Experience		
Key Individual	Position	Type of Work
Cheryl Gerstner	Operating Manager	Financial & Administration Management
Dennis Johnson	Project Manager	Project Mgt. & Estimating - Heavy Const.
Roland Johnson	Project Manager	Project Mgt. & Estimating - Heavy Const.
Mike Akins	Project Manager	Project Mgt. & Estimating - Heavy Const.
Chris Rimel	Project Manager	Project Mgt. & Estimating - Plumbing
Linda Johnson	Project Admin/Safety	Project Administration & Safety Officer
Michele Bledsoe	Accounting Manager	Accounting, Human Resources

Trade References		
Company	Phone	Address
Straub Construction Co.	913-451-8828	7775 Meadow View Dr, Shawnee, KS
Pearce Construction	816-941-3000	417 E 135th St, Kansas City, MO
SAK Construction	636-385-1019	864 Hoff Rd, O'Fallon, MO
Ace Pipe Cleaning	816-241-2891	6601 Universal Ave, Kansas City, MO
Weich Silt Fence	816-651-7358	PO Box 526, Peculiar, MO
Freedom Concrete	913-583-1150	PO Box 731, DeSoto, KS
RDH Insulation	913-390-5300	PO Box 3916, Olathe, KS
Grandview Winnelson	816-765-2555	13500 US 71 Hwy, Grandview, MO
Blue Springs Winwater	816-224-5700	818 SE Sunnyside Rd, Blue Springs, MO
Barbour Concrete	816-796-3344	21421 E Truman, Independence, MO

Bank Reference	
UMB Bank	John Heddens
1010 Grand Blvd	816-860-7203
Kansas City, MO 64106	816-860-7143
9871997936	Email: John.Heddens@umb.com

Bonding Reference	
Bonding Co:	Alcostt, Inc.
West Bend Mutual Insurance Co	David Salavitch
	24901 Woodland Ct, Lee's Summit, MO
	816-537-0312

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: She Digs It

Will subcontractors be used to complete the work? Yes No

If yes, complete this form and submit it with your bid.

Subcontractor No. 1

Name: Erosion Specialist

Address: PO Box 815599

City & Zip Code: Riverside Mo 64168

Telephone No: 816-321-1847 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Erosion Control - Seed

Dollar Amount	\$ 13,200
---------------	--------------

Subcontractor No. 2

Name: South 71 Trucking

Address: _____

City & Zip Code: KCMO

Telephone No: 816-582-8480 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Trucking

Dollar Amount	\$ 67,850
---------------	--------------

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. 3
Name: Premier Fence
Address: 13400 S Duder Belt Rd
City & Zip Code: Lone Jack MO
Telephone No: 816-283-3500 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Fence

Dollar Amount	\$ <u>52,200</u>
---------------	---------------------

Subcontractor No. 4
Name: CS Carey
Address: 6319 Kansas Ave
City & Zip Code: NCR
Telephone No: 913-432-4877 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Clearing

Dollar Amount	\$ <u>26,000</u>
---------------	---------------------

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. 5
Name: Empire Elec.
Address: 1114 NW Valley Rd. Drive
City & Zip Code: Grain Valley
Telephone No: 816-847-1800 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Electrical

Dollar	\$
Amount	<u>27,855</u>

Subcontractor No. 6
Name: Belt Survey
Address: 14110 NW 74th St
City & Zip Code: Parkville MO
Telephone No: 816-457-4946 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Survey

Dollar	\$
Amount	<u>3800.⁰⁰</u>

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. 7
Name: Diggs Construction
Address: 1001 E 101st Terr
City & Zip Code: KCMO
Telephone No: 816-994-6957 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Site Utilities

Dollar	\$
Amount	<u>5340.00</u>

Subcontractor No. _____

Name: _____

Address: _____

City & Zip Code: _____

Telephone No: _____ Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Dollar	\$
Amount	

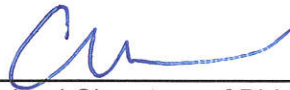
OSHA TEN HOUR TRAINING

Missouri Law, Section 292.675, RSMo, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborer, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working as a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to Section 292.675, RSMo, unless they hold documentation on their prior completion of said program. Penalties for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under Section 292.675, RSMo.

The undersigned Bidder hereby certifies:

OSHA 10 CARD CERTIFICATION

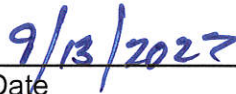
The undersigned Bidder hereby certifies and acknowledges receipt of OSHA 10 Card(s) as the contractor and for the subcontractor(s) of this project. Copies of the card(s) shall be provided to Jackson County, Missouri to be reviewed by the Compliance Review Officer.



Authorized Signature of Bidder



Company Name



Date

AFFIDAVIT

STATE OF MO)
) SS.
COUNTY OF Jackson)

Cheryl Gerstner of the city of Blue Springs
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Operating Manager (Title of Affiant) of Shedigs II, LLC (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.

SHEDIGS II LLC (Name of Bidder)

By: [Signature] (Signature of Affiant)

OPERATING MANAGER (Title of Affiant)

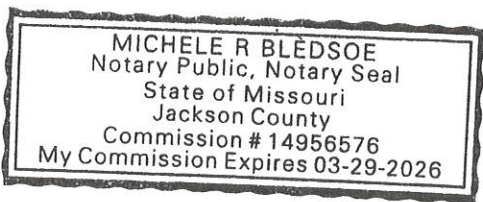
Subscribed and sworn to before me this 9th day of Sept., 2022

[Signature]

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

State of Missouri

My Commission Expires: 3/29/26



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1,2, and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

9/13/2022

Date

SMS Dibs II LLC

Company Name

600 SE CENTRAL AVE

Address

BLVD SPRINGS MO 64014

City, State, and Zip

816-295-1107

Phone

EXHIBIT F

**BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 91-22**

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

The following exceptions to the Specifications of Invitation to Bid No. 91-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	N/A

Name of Firm: 

Signature of Bidder: SHERBIS II LLC



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

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

**JACKSON COUNTY, MISSOURI
 CONTRACTOR UTILIZATION PLAN**

Bid/RFP/RFQ Number: 91-22
Bid/RFP/RFQ Title: Replacement of Waste Water Treatment Plant
Contracting Department: Parks + Rec Department
Respondent: _____

I, Cheryl Garsider, of lawful age and upon my oath state as follows:

1. 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 County, Missouri are:

9.5 % MBE 11.7 % WBE 9.5 % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 % MBE 45 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

Add Additional Pages as Necessary

	Description	Bidder Response	
A.	MBE Firm: <u>Erosion Specialist</u> Address line 1: <u>PO 681599</u> Address line 2-include County: Telephone Number: <u>816-321-1947</u> President/Owner: <u>Chris Roberts</u> Email Address: <u>Chris@ErosionSpecialist</u> Certifying Agency <u>MBE</u> Expiration Date of Certification: Scopes of Work Utilized: <u>Erosion, Seed</u> Percentage of Contract Awarded:		INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO _____ State of MO Approved: <input checked="" type="radio"/> Y <input type="radio"/> N Sub A Contract Value: \$ <u>13,200</u>
B.	MBE Firm: <u>S. T. Trucking</u> Address line 1: <u>KCMO</u> Address line 2-include County: Telephone Number: <u>812-582-8480</u> President/Owner: Email Address: <u>N/A</u> Certifying Agency <u>MBE</u> Expiration Date of Certification: Scopes of Work Utilized: <u>Trucking</u> Percentage of Contract Awarded:		INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO _____ State of MO Approved: <input checked="" type="radio"/> Y <input type="radio"/> N Sub B Contract Value: \$ <u>67,850.00</u>
C.	MBE Firm: <u>Diggs Construction</u> Address line 1: <u>1001 E. 101st Terr. KCMO</u> Address line 2-include County: Telephone Number: <u>816-994-6950</u> President/Owner: <u>Dale Diggs</u> Email Address: Certifying Agency Expiration Date of Certification: Scopes of Work Utilized: Percentage of Contract Awarded:		INTERNAL USE ONLY Certifying Agency: <input checked="" type="checkbox"/> KCMO _____ State of MO Approved: <input checked="" type="radio"/> Y <input type="radio"/> N Sub C Contract Value: \$ <u>5,342.00</u> \$ TOTAL MBE VALUE

WBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description

Bidder Response

A.	WBE Firm: <i>She Nigs It</i>	INTERNAL USE ONLY
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		Certifying Agency: _____ KCMO _____ State of MO
		Approved: Y N
		Sub A Contract Value: \$

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

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

VBE SUBCONTRACTORS

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 and/or VBE 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: ROLANA JOHNSON

Title: PROJECT MANAGER Email: RJOHNSON@SITEABSIT.COM

Date: 9/13/2022 Phone: 816-295-1100

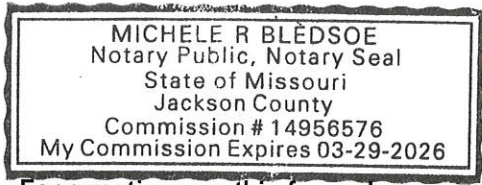
Subscribed and sworn to before me this 9th day of Sept, 2022

My Commission Expires: 3/29/26

[Signature]

Notary Public

(Attach corporate seal if applicable)

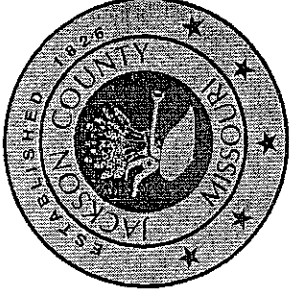


For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

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:

Shedigs It, LLC

600 SE Central Dr

Blue Springs, MO 64014

2022 Certificate: 20220111VC808

Issued: 2022-01-11

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.

A handwritten signature in black ink, appearing to read "John G. Smith", is written over a horizontal line.

Chief Compliance Review Officer
Jackson County Missouri

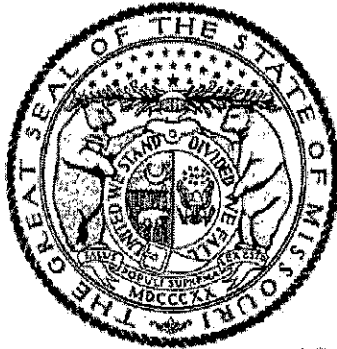
816-881-3302

compliance@jacksonsongov.org

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.05
Boilermaker	\$37.33*
Bricklayer	\$59.20
Carpenter	\$60.21
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$86.21
Electrician Outside Lineman	\$64.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$56.84
Ironworker	\$66.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.71
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.15
Plumber	\$74.12
Pipe Fitter	
Roofer	\$57.93
Sheet Metal Worker	\$71.70
Sprinkler Fitter	\$61.32
Truck Driver	\$47.50
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.84
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



AIA[®] Document A310[™] – 2010

Bid Bond - Original delivered 9-12

CONTRACTOR:

(Name, legal status and address)

Shedigs It, LLC
600 SE Central Dr.
Blue Springs, MO 64014

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Jackson County, MO
415 East 12th Street, Room G-1
Kansas City, MO 64106

BOND AMOUNT: \$ Five percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

JACOMO Campground Wastewater Treatment Plant Improvements Bid #91-22

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

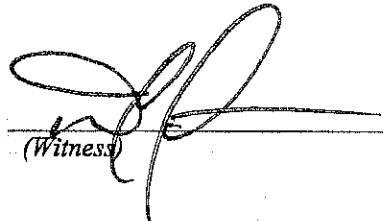
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 13th day of September, 2022.




(Witness)

Tina Querry

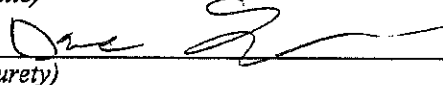
(Witness) Secretary



(Principal) (Seal)



(Title)



(Surety) (Seal)

David S. Salavitch, Attorney in Fact

(Title)



Init.

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User Notes:

(877099080)



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch, Robert L. Cox

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars (\$5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

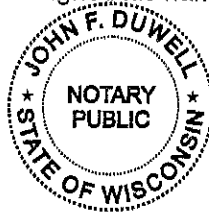
Attest James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of September, 2022.



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Alscott

An Assured Partners Company
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone (816) 674-8067
david@alscottinc.com

July 20, 2022

Re: Shedigs It, LLC
Bonding Program

Dear Sir or Madame,

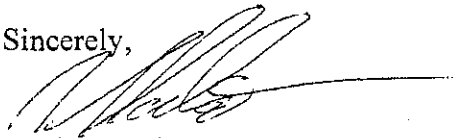
Please let this letter serve as notice that Shedigs It, LLC is bonded by the West Bend Mutual Insurance, a U.S. Treasury Department approved surety. West Bend is an A rated company with an approved federal limit of over \$100,000,000.00

Based upon our solid relationship, and Shedigs It, LLC's top rated performance, we are pleased to state the company has bonding capacity currently available in the excess of \$15,000,000 for single projects. While there are no set limits, Shedigs It, LLC has qualified for backlog program of over \$30,000,000. It is understood the issuance of any final or bid bonds is a matter between the contractor and the surety and no liability to third parties is assumed should bonds not be executed for any reason.

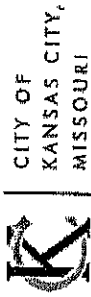
We fully recommend Shedigs It, LLC for your construction needs. You will find the company has a long proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,



David S. Salavitch
President



CITY OF KANSAS CITY, MISSOURI



Civil Rights & Equal Opportunity Department
ECONOMIC EQUITY & INCLUSION DIVISION



SHEDIGS IT LLC

is duly certified as a

Women Business Enterprise (WBE)

Certification Codes:

[Please refer to the certification approval letter for the complete list of approved NAICS Codes]

Andrea Dorch, Director, Civil Rights & Equal Opportunity Department

Note: This certificate is the property of the City of Kansas City, Missouri, Civil Rights & Equal Opportunity Department, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Kansas City, Missouri's Directory of certified MBE, WBE, SLBE, SLBE-WSDEPS, ACDBE, DBE, SBE firms via the following weblink: <https://kcmohrd.mwdb.com/?TN=kcmohrd>

Each year you must submit an Annual Update application 60 day prior to your certification expiration date
414 E. 12th Street, 4th Floor Kansas City, Missouri 64106 | Phone (816) 513-1836 | Fax (816) 513-1805



CITY OF
KANSAS CITY,
MISSOURI

City of Kansas City, Missouri
Civil Rights and Equal Opportunity Department

4th Floor East, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 513-1836
(816) 513-1805 fax



April 28, 2022

CHERYL GERSTNER
SHEDIGS IT LLC
500 SE Central Dr
Blue Springs, MO 64014

Dear CHERYL GERSTNER:

The City of Kansas City, Missouri Civil Rights & Equal Opportunity Department has completed the review of your Annual Update as a Women Business Enterprise (WBE). We have determined that your firm shall remain certified until December 15, 2022.

Your firm is listed in our online directory on the webpage of the Civil Rights & Equal Opportunity Department at www.kcmo.gov. Please review your listing to ensure that all of the information is accurate. Contact us immediately if any changes are necessary. Each year on the anniversary date of your certification, you must provide an Annual Update through the online certification portal, B2Gnow, at <https://kcmohrd.mwdbe.com> at least 60 days prior to the due date. FAILURE TO PROVIDE REQUIRED DOCUMENTS WILL LEAD TO AN IMMEDIATE REMOVAL FROM THE PROGRAM.

- NAICS 237110: SANITARY SEWER CONSTRUCTION
- NAICS 237110: STORM SEWER CONSTRUCTION
- NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
- NAICS 237110: WATER MAIN AND LINE CONSTRUCTION
- NAICS 238220: PLUMBING CONTRACTORS
- NAICS 238910: EXCAVATION CONTRACTORS
- NAICS 238910: SITE PREPARATION CONTRACTORS
- NAICS 238910: TRENCHING (EXCEPT UNDERWATER)
- NAICS 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)
- NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
- NAICS 562112: WASTE HAULING, LOCAL, HAZARDOUS
- NAICS 562998: SEWER CLEANING AND RODDING SERVICES

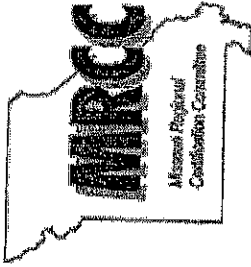
We will describe your firm in the following way in our directory of certified firms:

This company provides Site Preparation services, Hauling, and Underground Utility construction services. Excavating - Excavation - Utilities - Storm Sewers - Sanitary Sewers - Water Mains - Dump Trucking - Topsoil - Gravel - Sand - Debris - Construction Materials

You must immediately notify this office of any events or changes related to the management, equipment, scope of work, or any other circumstances affecting the ownership and/or control of your firm. Failure to notify this office of such changes may jeopardize your certification. If you have any questions, please feel free to contact me at (816) 513-1836.

Sincerely,

Andrea Dorch
Director



Missouri Regional Certification Committee

Missouri Department of Transportation City of St. Louis, Missouri
Bi-State Development Kansas City Area Transportation Authority
City of Kansas City, Missouri

In accordance with the requirements for certification as defined by the U.S. Department of Transportation's 49 CFR Part 26, the *Missouri Regional Disadvantaged Business Enterprise Unified Certification Program* presents this Certificate to:

SHEDIGS IT LLC

is duly certified as a

Disadvantaged Business Enterprise (DBE)

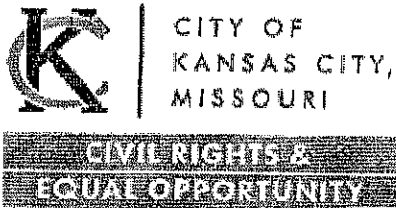
Certification Codes:

[Please refer to the certification approval letter for the complete list of approved NAICS Codes]

Andrea Dorch, Director, Civil Rights & Equal Opportunity Department

Note: This certificate is the property of the City of Kansas City, Missouri Civil Rights & Equal Opportunity Department, and may be revoked should the above named firm graduate from the DBE/ACDBE/SBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the Missouri Regional Certification Committee Database, which can be accessed via the following weblink at: <https://www6.motdot.mo.gov/MRCC/Home/Public-Search>

Each year you must submit an Annual Update application 60 day prior to your certification expiration date
414 E. 12th Street, 4th Floor Kansas City, Missouri 64106 | Phone (816) 513-1836 | Fax (816) 513-1805



City of Kansas City, Missouri
Civil Rights and Equal Opportunity Department
4th Floor East, City Hall
414 East 12th Street
Kansas City, Missouri 64106

(816) 513-1836
(816) 513-1805 fax

April 28, 2022

CHERYL GERSTNER
SHEDIGS IT LLC
500 SE Central Dr
Blue Springs, MO 64014

Dear CHERYL GERSTNER:

The City of Kansas City, Missouri Civil Rights & Equal Opportunity Department, partner of the Missouri Regional Certification Committee (MRCC) has completed the review of your Annual Update as a Disadvantaged Business Enterprise (DBE). We have determined that your firm shall remain certified permanently, unless you withdraw, graduate or no longer meet the program requirements.

Your firm is listed in our online directory on the webpage of the Civil Rights & Equal Opportunity Department at www.kcmo.org. Additionally, your firm is listed in the Missouri Department of Transportation (MoDot) online directory at www.kcmo.gov. This link is provided on the Civil Rights & Equal Opportunity Department webpage. Please review your listing to ensure that all of the information is accurate. Contact us immediately if any changes are necessary. Each year on the anniversary date of your certification, you must provide an Annual Update Form through the online certification portal, B2Gnow, at <https://kcmohrd.mwdbe.com> at least 60 days prior to the certification anniversary date. FAILURE TO PROVIDE REQUIRED DOCUMENTS WILL LEAD TO AN IMMEDIATE REMOVAL FROM THE PROGRAM.

JAICS 237110: SANITARY SEWER CONSTRUCTION
JAICS 237110: STORM SEWER CONSTRUCTION
JAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
JAICS 237110: WATER MAIN AND LINE CONSTRUCTION
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JAICS 238910: SITE PREPARATION CONTRACTORS
JAICS 238910: TRENCHING (EXCEPT UNDERWATER)
JAICS 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)

We will describe your firm in the following way in our directory of certified firms:

This company provides Site Preparation services and Underground Utility construction services. Excavating - Excavation - Utilities - Storm Sewers - Sanitary Sewers - Water Mains

You must immediately notify this office of any events or changes related to the management, equipment, scope of work, or any other circumstances affecting the ownership and/or control of your firm. Failure to notify this office of such changes may jeopardize your certification. If you have any questions, please feel free to contact me at (816) 513-1836.

Sincerely,

Andrea Dorch
Director

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$23,600.00 from the undesignated fund balance of the 2022 Grant Fund, in acceptance of the Sheriff's Office's Hazardous Moving Violation Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a Contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5688, October 24, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a Hazardous Moving Violation Enforcement grant in the amount of \$23,600.00, for the grant period October 1, 2022, through September 30, 2023; and,

WHEREAS, through this grant funding, the Sheriff's Office is better able to effectively conduct enforcement actions in order to decrease speed, hazardous driving-related injuries, and fatality crashes; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County and for travel and training of traffic unit personnel; and,

WHEREAS, this grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate

spending accounts; now therefore,

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

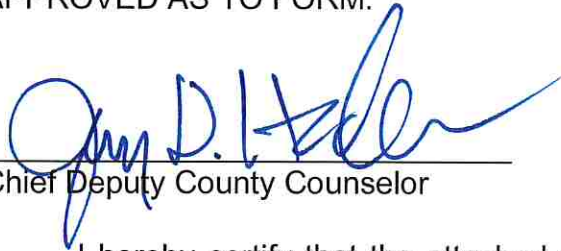
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
HMV Enforcement			
010-4230	45970- Increase Revenues	\$23,600	
010-9999	32810- Undesignated Fund Balance		\$23,600
010-9999	32810- Undesignated Fund Balance	\$23,600	
HMV Enforcement			
010-4230	55030- Overtime Salaries		\$17,185
010-4230	55040- FICA Taxes		\$1,315
010-4230	56756- Training Expense		\$5,100

and,

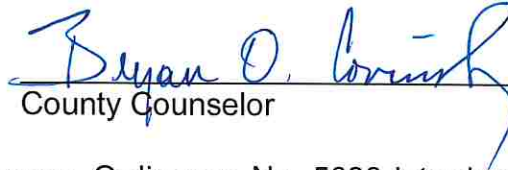
BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached contract with the Missouri Department of Transportation, Traffic and Highway Safety Division.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5688 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5688.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$23,600.00

10/20/2022
Date


Chief Administrative Officer

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

July 26, 2022

Sheriff Darryl Forte
Jackson County Sheriff's Office
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Dear Sheriff Forte:

Enclosed is a contract between the Highway Safety and Traffic Division and the Jackson County Sheriff's Office for a HMV Enforcement project.

The project obligates \$23,600.00 in federal funds for the period October 01, 2022 through September 30, 2023. All expenditures should be claimed against project #23-PT-02-014.

Please review this contract carefully for any discrepancies or questions. If acceptable within your agency: Use the enclosed instructions to sign your contract electronically using DocuSign. This is a process that allows quick signatures and stores the signed contract electronically in the Highway Safety Grants Management System. Instructions for the DocuSign process will be explained during the contract meeting.

Or, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure



CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/02/2022

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

Project Title: HMV Enforcement
Project Number: 23-PT-02-014
Project Category: Police Traffic Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2022

Name of Grantee
Jackson County Sheriff's Office

Grantee County
Jackson

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Telephone
816-524-4302

Fax
816-795-1969

Federal Funds Benefiting

State:

Local: _____ \$23,600.00

Total: \$23,600.00

Source of Funds

Federal: \$23,600.00

State:

Local: _____ \$0.00

Total: \$23,600.00

Contract Period
Effective: 10/01/2022
Through: 09/30/2023

Prepared By
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$23,600.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

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

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

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

manner with reference to the quality of work performed by the Subrecipient ~~or~~ its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement .

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

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

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

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

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

**XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)**

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

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

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

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops.

Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

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

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

PROBLEM IDENTIFICATION

Speed and aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years (2015-2019), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed related.

Jackson County, Missouri remains atop the list of counties in Missouri with a significant amount of traffic crashes stemming from hazardous moving violations (HMV). Jackson County, Missouri had a total of 68,204 traffic crashes over the past three reporting years. Of these traffic crashes, 7,132 were either caused by excessive speed, or this was a probable contributing factor. Out of these traffic crashes, 2,593 resulted in personal injury, and 117 resulted in a fatality.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 361.0 speed related fatalities by December 31, 2022.

To reduce HMV-related crashes in high crash locations and corridors by conducting high visibility enforcement.

PROJECT DESCRIPTION

Aggressive traffic enforcement to interdict hazardous moving violators in high traffic crash areas . These enforcement periods will take place in two-hour increments and will have a minimum of three contacts per hour. All stops will be documented by use of REJIS mobile ticketing by either a citation or warning, and backed up by a traffic analysis report for all stops.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the last three (3) fiscal years, the Traffic Safety Unit has had staffing changes, with several Deputies, and a Sergeant were replaced with lower paid members. Additionally, the JCSO has struggled to utilize all HMT and saturation patrol funds, which can partly be contributed to the COVID-19 pandemic. As the majority of any restrictions have now been lifted, the JCSO can now again make these areas a primary focus of enforcement.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

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

18 Total number of DWI violations written by your agency.	433
19 Total number of speeding citations written by your agency.	579
20 Total number of HVM citations written by your agency.	1553
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	1
23 Total number of warnings issued.	1285

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

24 Total number of traffic crashes.	68204
25 Total number of traffic crashes resulting in a fatality.	290
26 Total number of traffic crashes resulting in a serious injury.	1864
27 Total number of speed-related traffic crashes.	7132
28 Total number of speed-related traffic crashes resulting in a fatality.	117
29 Total number of speed-related traffic crashes resulting in a serious injury.	2593
30 Total number of alcohol-related traffic crashes.	2181
31 Total number of alcohol-related traffic crashes resulting in a fatality.	41
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	906
33 Total number of unbuckled fatalities.	128
34 Total number of unbuckled serious injuries.	332

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	100
36 Total number of commissioned patrol and traffic officers.	26
37 Total number of commissioned law enforcement officers available for overtime enforcement.	93

38	Total number of vehicles available for enforcement.	100
39	Total number of radars/lasers.	12
40	Total number of in-car video cameras.	75
41	Total number of PBTs.	12
42	Total number of Breath Instruments.	8

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

43 Identify primary enforcement locations.

All incorporated and unincorporated areas of Jackson County, identified by either traffic complaints, or crash mapping data. The enforcement locations will be established by the individual deputy, but the minimum enforcement/contacts per hour will remain at three.

44 Enter the number of enforcement periods your agency will conduct each month. 15

45 Enter the months in which enforcement will be conducted.

October through September

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

Monday through Sunday

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

24 hours, with specific attention paid to high traffic and travel times in the metro.

48 Enter the number of officers assigned during the enforcement period. 2

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

The Jackson County Sheriff's Office will utilize the MSHP Crash Mapping utility to establish the areas most needing HMV enforcement, solidified by traffic crash numbers. The efficiency of the location selection, and overall project parameters, will be evaluated utilizing the same information quarterly.

ADDITIONAL FUNDING SOURCES

None

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Approximately 283 hours of HVM enforcement + Fringe	1.00	\$18,500.00	\$18,500.00	\$0.00	\$18,500.00
					\$18,500.00	\$0.00	\$18,500.00
Training							
	Professional Development	Attendance for all members of the TSU for the annual LETSAC training conference, including lodging, meals, and registration	6.00	\$850.00	\$5,100.00	\$0.00	\$5,100.00
					\$5,100.00	\$0.00	\$5,100.00
Total Contract					\$23,600.00	\$0.00	\$23,600.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	County Sign 02-23-22.pd	02/23/2022

Request for Legislative Action

Ord. #5688
Sponsor: Tony Miller
Date: October 24, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5688
Sponsor(s):	Tony Miller	Legislature Meeting Date:	10/24/2022

Introduction

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

Project/Title:

Appropriating \$23,600 from the undesignated fund balance of the 2022 Grant Fund in acceptance of the Sheriff's Office Hazardous Moving Violation Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 23-PT-02-014.

Request Summary

The Sheriff's Office has been awarded a Hazardous Moving Violation Enforcement grant in the amount of \$23,600 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the period of October 1, 2022, to September 30, 2023. The grant does not require any local matching funds. Project Number 23- PT-02-014.

Through this grant funding the Sheriff's Office is better able to effectively conduct enforcement actions in order to decrease speed, hazardous driving related injuries and fatality crashes. The grant funds will be used for reimbursement of overtime incurred while conducting hazardous moving violation enforcement at various locations throughout the County and for training and travel expenses of Traffic Unit personnel.

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

010-4230-55030 Grant Fund – H MV – Overtime \$17,185
010-4230-55040 Grant Fund – H MV – FICA Taxes \$1,315
010-4230-56756 Grant Fund – H MV – Training Expense \$5,100

Contact Information

Department:	Sheriff	Submitted Date:	10/6/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$23,600
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$23,600
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$23,600
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4230 (HMMV Enforcement)	55030 (Overtime Salaries)	\$17,185
010 (Grant Fund)	4230 (HMMV Enforcement)	55040 (FICA Taxes)	\$1,315
010 (Grant Fund)	4230 (HMMV Enforcement)	56756 (Training Expense)	\$5,100

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5566	November 12, 2021
5505	May 10, 2021
Prior Resolution	
Resolution:	Resolution date:

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

Compliance
Certificate of Compliance
Not Applicable

Request for Legislative Action

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

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

History
Submitted by Sheriff requestor: Elizabeth A. Money on 10/6/2022. Comments:
Approved by Department Approver Ronald A. Fletcher on 10/6/2022 8:12:09 PM. Comments:
Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/7/2022 9:04:26 AM. Comments:
Approved by Compliance Office Approver Katie M. Bartle on 10/7/2022 11:06:04 AM. Comments:
Approved by Budget Office Approver Sarah L. Matthes on 10/12/2022 10:15:31 AM. Comments: Fiscal Note Attached
Approved by Executive Office Approver Sylvya Stevenson on 10/12/2022 1:51:49 PM. Comments:
Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 9:00:41 AM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 12, 2022

ORD # 5688
eRLA # 697

Department / Division	Character/Description	From	To
Grant Fund - 010			
4230 - HVM Enforcement	45970 - Increase Revenues	23,600	
9999 - Non Specific Department	32810 - Undesignated Fund Balance		23,600
9999 - Non Specific Department	32810 - Undesignated Fund Balance	23,600	
4230 - HVM Enforcement	55030 - Overtime Salaries		17,185
4230 - HVM Enforcement	55040 - FICA Taxes		1,315
4230 - HVM Enforcement	56756 - Training Expense		5,100
APPROVED <i>By Sarah Matthes at 10:14 am, Oct 12, 2022</i>		\$ 47,200	\$ 47,200

Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$168,245.00 within the 2022 General Fund and appropriating \$253,500.00 from the undesignated fund balance of the 2022 Anti-Crime Sales Tax Fund in acceptance of the Violence Against Women Act Grant awarded by the Missouri Department of Public Safety to the Prosecuting Attorney's Office for a program focused on prevention and prosecution of sexual assaults.

ORDINANCE NO. 5689, October 24, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a grant in the amount of \$85,255.00 by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assaults in the County; and,

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

WHEREAS, the Prosecuting Attorney's Office is proposing to utilize \$168,245.00 from within its budget to complete funding for the project; and,

WHEREAS, a transfer and appropriation 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 and appropriation be and hereby are made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Prosecuting Attorney			
001-4101	55010- Regular Salaries	\$168,245	
Operating Transfers			
001-9100	56105- Operating Transfers		\$168,245
Anti-Crime Sales Tax Fund			
VAWA			
008-4135	47070- Inter Fund Transfers	\$168,245	
008-4135	45965- Increase Revenue	\$85,255	
008-9999	32810- Undesignated Fund Balance		\$253,500
008-9999	32810- Undesignated Fund Balance	\$253,500	
VAWA			
008-4135	55010- Regular Salaries		\$186,306
008-4135	55040- FICA Taxes		\$14,252
008-4135	55050- Pension Contribution		\$26,008
008-4135	55060- Insurance Benefits		\$26,934

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5689 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absents _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5689.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 001 4101 55010
ACCOUNT TITLE: General Fund
Prosecuting Attorney
Regular Salaries
NOT TO EXCEED: \$168,245.00

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

ACCOUNT NUMBER: 008 9999 32810
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$253,500.00

10/20/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ord. #5689

Sponsor: Tony Miller

Date: October 24, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5689
Sponsor(s):	Tony Miller	Legislature Meeting Date:	10/24/2022

Introduction
Action Items: ['Appropriate', 'Transfer']
Project/Title:
Ordinance transferring and appropriating funds for the acceptance of the VAWA Grant awarded to the Jackson County Prosecutor's Office by the Missouri Department of Public Safety.

Request Summary
Requesting an ordinance accepting the VAWA Grant awarded to Jackson County by the Missouri Department of Public Safety for a program focused on prevention and prosecution of sexual assault in Jackson County. The grant partially funds the salaries of three full-time assistant prosecutors for the program. The total award amount is \$85,255. To complete this project, the Prosecutor's Office will provide an additional \$168,245 to pay for the unfunded portions of the encumbants. Term of the grant is 1/1/22 - 12/31/23.
Please transfer \$168,245 from 001-4101-55010 and appropriate \$253,500 in the following accounts:
008-4135-55010 Regular Salaries \$186,306
008-4135-55040 FICA Taxes \$14,252
008-4135-55050 Pension Contribution \$26,008
008-4135-55060 Insurance Benefits \$26,934

Contact Information			
Department:	Prosecuting Attorney	Submitted Date:	9/22/2022
Name:	Gina Robinson	Email:	grobinson@jacksongov.org
Title:	Chief of Operations	Phone:	816-881-3369

Budget Information	
Amount authorized by this legislation this fiscal year:	\$253,500
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$253,500
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$85,255
001 (General Fund)	4101 (Prosecuting Attorney)	55010 (Regular Salaries)	\$168,245
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4135 (VAWA)	55010 (Regular Salaries)	\$186,306
008 (Anti-Crime Sales Tax Fund)	4135 (VAWA)	55040 (FICA Taxes)	\$14,252
008 (Anti-Crime Sales Tax Fund)	4135 (VAWA)	55050 (Pension Contribution)	\$26,008
008 (Anti-Crime Sales Tax Fund)	4135 (VAWA)	55060 (Insurance Benefits)	\$26,934

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Ordinance 5328	April 20, 2020
Prior Resolution	
Resolution:	Resolution date:

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

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

Request for Legislative Action

VBE: .00%	
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

Submitted by Prosecuting Attorney requestor: Gina Robinson on 9/22/2022. Comments:

Approved by Department Approver Jean Peters Baker on 9/23/2022 8:39:24 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/23/2022 8:52:38 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/23/2022 10:27:17 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 9/23/2022 11:06:08 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvania Stevenson on 9/25/2022 3:57:21 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 9/28/2022 11:37:26 AM. Comments: Please adjust prior legislation dates. Thanks!

Submitted by Requestor Tina M. Wise on 9/30/2022 3:12:31 PM. Comments:

Approved by Department Approver Jean Peters Baker on 10/3/2022 9:16:22 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/3/2022 11:25:12 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/3/2022 3:06:22 PM. Comments:

Returned for more information by Budget Office Approver Sarah L. Matthes on 10/4/2022 7:46:31 AM. Comments: Revised Fiscal Attached. Please change 55094 to 55010.

Submitted by Requestor Tina M. Wise on 10/10/2022 10:31:43 AM. Comments:

Approved by Department Approver Jean Peters Baker on 10/10/2022 10:53:01 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/10/2022 12:23:29 PM. Comments:

October 20, 2022

eRLA #670

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Approved by Compliance Office Approver Katie M. Bartle on 10/10/2022 12:53:41 PM. Comments:

Supplemental Appropriation Request Jackson County, Missouri

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

Date: October 4, 2022

ORD # 5689
eRLA # 670

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
General Fund - 001			
<u>4101 - Prosecuting Attorney</u>	<u>55010 - Regular Salaries</u>	<u>168,245</u>	
<u>9100 - Operating Transfers</u>	<u>56105 - Operating Transfers</u>		<u>168,245</u>
Anti-Crime Sales Tax Fund - 008			
<u>4135 - VAWA</u>	<u>47070 - Inter Fund Transfers</u>	<u>168,245</u>	
<u>4135 - VAWA</u>	<u>45965 - Increase Revenues</u>	<u>85,255</u>	
<u>9999 - Non Specific Department</u>	<u>32810 - Undesignated Fund Balance</u>		<u>253,500</u>
<u>9999 - Non Specific Department</u>	<u>32810 - Undesignated Fund Balance</u>	<u>253,500</u>	
<u>4135 - VAWA</u>	<u>55010 - Regular Salaries</u>		<u>186,306</u>
<u>4135 - VAWA</u>	<u>55040 - FICA Taxes</u>		<u>14,252</u>
<u>4135 - VAWA</u>	<u>55050 - Pension Contribution</u>		<u>26,008</u>
<u>4135 - VAWA</u>	<u>55060 - Insurance Benefits</u>		<u>26,934</u>
APPROVED <small>By Sarah Matthes at 7:44 am, Oct 04, 2022</small>		<u>\$ 675,245</u>	<u>\$ 675,245</u>
Budgeting			



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
SUBAWARD

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

Subrecipient Name:		Subrecipient DUNS Number:	
Jackson County, Prosecutor's Office		809094092	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2022-2023 STOP Violence Against Women (VAWA)	January 1, 2022	August 31, 2022	
Project Title:		Subaward Number:	
VAWA - Prosecution of Sexual Assault		2022-VAWA-025	
Project Description:			
Three assistant Jackson County Prosecutors are assigned to prosecute cases involving violence against women, as well as those cases where the inferred intent of the suspect was violence against a woman. Their primary focus will be the reviewing, filing and prosecuting of cases involving sexual assaults or interpersonal relationship violence where the victim is an adult or teenage woman. In addition, they cooperate with and provide assistance to our partner agencies in the fight against violence to women. Those agencies include law enforcement, area hospitals, the Kansas City Police Crime Lab, local domestic violence shelters, and the Metropolitan Organization to Counter Sexual Assault (MOCSA).			
Subaward Total:		CFDA Number	
\$85,254.72		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
No		N/A	
Name of Federal Awarding Agency:		Federal Award Date:	
Department of Justice Office on Violence Against Women		09/17/2018 08/26/2019 09/17/2020	
Name of State Administering Agency (SAA):		SAA Federal Award Number:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		2018-WF-AX-0049 2019-WF-AX-0019 2020-WF-AX-0023	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Jean Peters Baker, Prosecutor		Jill Icenhower, Assistant Prosecuting Attorney	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
<i>Jean Peters Baker</i>	8-9-22	<i>Jill Icenhower</i>	8-9-22
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety		Subaward Date	
<i>Sandra K. Kaush</i>		01/01/2022	

08/17/22



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2022-2023 CERTIFIED ASSURANCES

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

General:

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable, shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the **DPS Financial and Administrative Guide**, the **DPS Subrecipient Travel Guidelines**, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **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.
4. **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.
5. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.

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

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

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

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

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

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

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

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

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

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

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.
11. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C. § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.
12. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

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

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

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

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

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

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

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

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

Email: dpsinfo@dps.mo.gov

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
21. **ACORN:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
 22. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement or victim assistance-related activity.

Civil Rights:

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

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

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

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

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

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

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

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

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

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

Financial:

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

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

11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its 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;
 - 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.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of DOJ Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds

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

Programmatic:

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

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

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

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

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

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

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Number:	
Jackson County, Prosecutor's Office		2022-VAWA-025	
Applicant Authorized Official (AO):	Date:	Applicant Project Director (PD):	Date:
Jean Peters Baker, Prosecutor	8-9-22	Jill Icenhower, Assistant Prosecuting Attorney	8-9-22
Applicant Authorized Signature		Applicant Project Director Signature	
<i>Jean Peters Baker</i>		<i>Jill Icenhower</i>	

SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

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



Subaward Adjustment

2022-VAWA-025-VAWA - Prosecution of Sexual Assault

STOP Violence Against Women Grant (VAWA)

Subaward Adjustment ID:	01	Submitted By:	
Subaward Adjustment Type:	Program Revision	Submitted Date:	08/24/2022
Status:	Approved	Last Submitted Date:	08/30/2022
Organization:	Jackson County, Prosecutor's Office		

Contract Adjustment Justification

Justification*

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

Funding for this award is made available through Federal Award Numbers 2018-WF-AX-0049, 2019-WF-AX-0019, and 2020-WF-AX-0023. The original performance period for this award is 1/1/2022 through 08/31/2022.

This internal, no-cost Subaward Adjustment extends the performance period to 12/31/2023 with funds made available through Federal Award Numbers 2019-WF-AX-0019 and 2020-WF-AX-0023.

The total subaward amount and approved budget remain unchanged.

Budget Adjustment

Row	Current Budget	Revised Amount	Net Change
Personnel	\$0.00	\$0.00	\$0.00
Personnel Benefits	\$0.00	\$0.00	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Operations	\$0.00	\$0.00	\$0.00

Contractual	\$0.00	\$0.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$0.00	0%	\$0.00	0%	\$0.00
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Authorized Official Name:* Jean Peters Baker
Title:* Jackson County Prosecutor
Date:* 08/24/2022

Attachments

Description	File Name	File Size
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VAWA Grant

008-4135

1/22 - 12/22

2080 hours

	<u>HR</u>	<u>Salary</u>	<u>7.65% FICA</u>	<u>13.96% Pension</u>	<u>Insurance</u>	<u>Total</u>
Schenkelberg	31.19	64,875.20	4,962.95	9,056.58	7,081.20	85,975.93
Lux	29.19	60,715.20	4,644.71	8,475.84	12,474.00	86,309.75
Stejskal	29.19	<u>60,715.20</u>	<u>4,644.71</u>	<u>8,475.84</u>	<u>7,379.28</u>	<u>81,215.03</u>
		186,305.60	14,252.37	26,008.26	26,934.48	253,500.71
						<u>-85,254.72</u>
						168,245.99

Funding Source

**Grant Award
2022 Matching Funds**

Personnel

[Return to Components](#)

1. To include personnel in your budget, click "Add". If the project includes more than one individual, repeat this step for each person.
2. The Total Cost will automatically calculate as Salary per Pay Period x Number of Pay Periods x % of Grant Funded Time.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %.
4. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
1000	Eric Hurtt - 2022	Assistant Prosecuting Attorney	Retained	FT	\$2,497.60	26.0	35.0	\$22,728.16	40.0	\$9,091.26	\$13,636.90
1001	Eric Hurtt - 2023	Assistant Prosecuting Attorney	Retained	FT	\$2,597.60	26.0	35.0	\$23,638.16	40.0	\$9,455.26	\$14,182.90
1002	Melanie Lux - 2022	Assistant Prosecuting Attorney	Retained	FT	\$2,287.20	26.0	35.0	\$20,813.52	40.0	\$8,325.41	\$12,488.11
1003	Melanie Lux - 2023	Assistant Prosecuting Attorney	Retained	FT	\$2,379.20	26.0	35.0	\$21,650.72	40.0	\$8,660.29	\$12,990.43
1004	TBD - 2022 (formerly filled by Christine Willis)	Assistant Prosecuting Attorney	Retained	FT	\$2,324.80	26.0	35.0	\$21,155.68	40.0	\$8,462.27	\$12,693.41
1005	TBD - 2023 (formerly filled by Christine Willis)	Assistant Prosecuting Attorney	Retained	FT	\$2,418.40	26.0	35.0	\$22,007.44	40.0	\$8,802.98	\$13,204.46
								\$131,993.68		\$52,797.47	\$79,196.21

Personnel Benefits

1. To include a fringe benefit in your budget, click "Add". If an individual is eligible for multiple benefits, repeat this step for each benefit.
2. The Total Cost will automatically calculate as Salary/Premium x Percentage/# of Periods x % of Funding Requested.
3. The Local Match Share will automatically calculate as Total Cost x Local Match %.
4. The Federal/State Share will then automatically calculate as Total Cost less Local Match Share.

Line Number	Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
2000	FICA/Medicare	FICA/Medicare	\$131,993.68	0.0765	100.0	\$10,097.52	40.0	\$4,039.01	\$6,058.51
						\$10,097.52		\$4,039.01	\$6,058.51

Total Budget

Total Federal/State Share: \$85,254.72 60.0%

Total Local Match Share: \$56,836.48 40.0%

Total Project Cost: \$142,091.20

Last
Edit

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$34,450.00 from the undesignated fund balance of the 2022 Grant Fund in acceptance of the Sheriff's Office's Impaired Driving Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5690, October 24, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office an Impaired Driving Enforcement grant in the amount of \$34,450.00, for the period October 1, 2022, through September 30, 2023; and,

WHEREAS, this grant is not subject to a local match; and,

WHEREAS, the Sheriff's Office is targeting impaired drivers through DWI sobriety checkpoints, including multijurisdictional projects throughout the County; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime necessary for establishing sobriety checkpoints and other alcohol-enforcement activities and for travel and training expenses of unit personnel; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Saturation Patrol			
010-4229	45971- Increase Revenues	\$34,450	
010-9999	32810- Undesignated Fund Balance		\$34,450
010-9999	32810- Undesignated Fund Balance	\$34,450	
Saturation Patrol			
010-4229	55030- Overtime Salaries		\$28,797
010-4229	55040- FICA Taxes		\$ 2,203
010-4229	56756- Training Expense		\$ 3,450

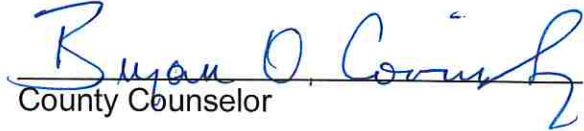
and,

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5690 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature


I hereby approve the attached Ordinance No. 5690.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$34,450.00


Date


Chief Administrative Officer

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

July 26, 2022

Sheriff Darryl Forte
Jackson County Sheriff's Office
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Dear Sheriff Forte:

Enclosed is a contract between the Highway Safety and Traffic Division and the Jackson County Sheriff's Office for a Impaired Driving Enforcement project.

The project obligates \$34,450.00 in federal funds for the period October 01, 2022 through September 30, 2023. All expenditures should be claimed against project #23-M5HVE-03-006.

Please review this contract carefully for any discrepancies or questions. If acceptable within your agency: Use the enclosed instructions to sign your contract electronically using DocuSign. This is a process that allows quick signatures and stores the signed contract electronically in the Highway Safety Grants Management System. Instructions for the DocuSign process will be explained during the contract meeting.

Or, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure



CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/02/2022

**Missouri Department of Transportation
Highway Safety and Traffic Division**
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
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Project Title: Impaired Driving Enforcement
Project Number: 23-M5HVE-03-006
Project Category: 405d Mid HVE
Program Area: Impaired Driving
Funding Source: 405d / 20.616

Name of Grantee
Jackson County Sheriff's Office

Type of Project: Initial

Grantee County
Jackson

Started: 10/01/2022

Grantee Address
4001 NE Lakewood Court

Lee's Summit, MO 64064-1703

Federal Funds Benefiting

State:	
Local:	\$34,450.00
Total:	\$34,450.00

Telephone	Fax
816-524-4302	816-795-1969

Source of Funds

Federal:	\$34,450.00
State:	
Local:	\$0.00
Total:	\$34,450.00

Contract Period

Effective: 10/01/2022

Through: 09/30/2023

Prepared By
Wilson, Scott

Subrecipient Authorizing Official	Date
Subrecipient Project Director	Date
MHTC Authorizing Official	Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$34,450.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

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

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

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

manner with reference to the quality of work performed by the Subrecipient ~~or~~ its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement .

XVI. VENUE It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

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

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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

The State will provide a drug-free workplace by:

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

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

**XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)**

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

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

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

Instructions for Lower Tier Certification

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

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

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

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops.

Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

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

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

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.2 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

Jackson County, Missouri still ranks as one of the highest in the state for the number of alcohol/ drug related traffic crashes, with a significant number of serious injuries and fatalities stemming from these traffic crashes. In 2018-2020 as published by the Missouri State Highway Patrol, Jackson County, Missouri had a total of 69,204 traffic crashes. Of these crashes, 2,181 were attributed to impaired drivers, which resulted in 44 fatalities and 906 serious injuries. MSHP crash mapping shows that many of the these crashes were in direct proximity to, or on a feeder roadway to one of the many entertainment districts in Jackson County, Missouri.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 222.8 alcohol-impaired driving involved fatalities by December 31, 2022.

To increase DWI arrests by 10% over the previous fiscal year's reported statistics. To improve the awareness of enforcement actions through high visibility operations, providing significant visual stimuli to those who are considering driving after partaking in alcohol or drugs. To provide a decrease in the number of alcohol/drug related serious injury and fatality traffic crashes, in and around the county's entertainment districts, which will be measured by the crash data reported by the MSHP crash mapping tool.

PROJECT DESCRIPTION

Conduct fifteen (15) organized saturation patrols during the fiscal year, in selected areas, with the goal of utilizing eight deputies per deployment, in six hour deployments, between the hours of 10:00 p.m. to 4:00 a.m. These saturation patrols will focus on selected areas which show a high number of DWI related arrests, and impaired driving crashes, which will primarily focus on the areas surrounding the entertainment districts of Kansas City, Missouri and all feeder roadways to and from those areas.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. During the last three (3) fiscal years, the Traffic Safety Unit has had staffing changes, with several Deputies, and a Sergeant were replaced with lower paid members. Additionally, the JCSO has struggled to utilize all HMT and saturation patrol funds, which can partly be contributed to the COVID-19 pandemic. As the majority of any restrictions have now been lifted, the JCSO can now again make these areas a primary focus of enforcement.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

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

18 Total number of DWI violations written by your agency.	433
19 Total number of speeding citations written by your agency.	579
20 Total number of HVM citations written by your agency.	1553
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	1
23 Total number of warnings issued.	1285

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

24 Total number of traffic crashes.	68204
25 Total number of traffic crashes resulting in a fatality.	290
26 Total number of traffic crashes resulting in a serious injury.	1864
27 Total number of speed-related traffic crashes.	7132
28 Total number of speed-related traffic crashes resulting in a fatality.	117
29 Total number of speed-related traffic crashes resulting in a serious injury.	2593
30 Total number of alcohol-related traffic crashes.	2181
31 Total number of alcohol-related traffic crashes resulting in a fatality.	41
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	906
33 Total number of unbuckled fatalities.	128
34 Total number of unbuckled serious injuries.	332

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	100
36 Total number of commissioned patrol and traffic officers.	26
37 Total number of commissioned law enforcement officers available for overtime enforcement.	93

38	Total number of vehicles available for enforcement.	100
39	Total number of radars/lasers.	12
40	Total number of in-car video cameras.	75
41	Total number of PBTs.	12
42	Total number of Breath Instruments.	8

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

43 Identify primary enforcement locations.

The DWI Unit will conduct enforcement operations throughout the entire Jackson County area, with targeted enforcement at specific locations based on crash data with specific focus on the following areas during large scale saturations.

Midtown Kansas City area, downtown Kansas City area, MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit and any ancillary roadways.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

October through September, all months.

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

Primarily on Saturdays, with some special times due to holiday driving seasons and MoDOT mobilizations , and when DWI enforcement requires the deputy to work outside of their designated hours.

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

10:00 p.m. to 4:00 a.m.

48 Enter the number of officers assigned during the enforcement period. 8

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

The Jackson County Sheriff's Office TSU will continually monitor the effectiveness and success of the chosen locations and times, by use of crash mapping, in house records system, networking with partner law enforcement agencies, and civilian partners (MADD). The annual evaluation will take place by overall crash number decreases, as reported by the MSHP, as well as the overall DWI arrest numbers in any given area of operation. The TSU will adjust as necessary to ensure coverage on the most affected areas of Jackson County .

ADDITIONAL FUNDING SOURCES

None

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Approximately 474 hours of impaired driving enforcement + FICA	1.00	\$31,000.00	\$31,000.00	\$0.00	\$31,000.00
					\$31,000.00	\$0.00	\$31,000.00
Training							
	Professional Development	Five Deputies and one Sergeant to attend state DRE Conference (MOPS)	6.00	\$575.00	\$3,450.00	\$0.00	\$3,450.00
					\$3,450.00	\$0.00	\$3,450.00
Total Contract					\$34,450.00	\$0.00	\$34,450.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	County Sign 02-23-22.pd	02/23/2022

Request for Legislative Action

Ord. #5690
Sponsor: Tony Miller
Date: October 24, 2022

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5690
Sponsor(s):	Tony Miller	Legislature Meeting Date:	10/24/2022

Introduction

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

Project/Title:

Appropriating \$34,450 from the undesignated fund balance of the 2022 Grant Fund in acceptance of the Sheriff's Office Impaired Driving Enforcement Grant awarded by the Missouri Department of Transportation, Highway Safety and Traffic Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds. Project Number 23-M5HVE-03-006.

Request Summary

The Sheriff's Office has been awarded an Impaired Driving Enforcement grant in the amount of \$34,450 by the Missouri Department of Transportation, Highway Safety and Traffic Division, for the period of October 1, 2022, to September 30, 2023. The grant does not require any local matching funds. Project Number 23-M5HVE-03-006.

The Sheriff's Office will target impaired drivers through high visibility enforcement activities, including multijurisdictional projects throughout Jackson County. The grant funds will be used for reimbursement of overtime necessary for sobriety enforcement activities and for training and travel expenses of Traffic Unit personnel.

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

010-4229-55030 Grant Fund – Impaired Driving Enforcement – Overtime \$28,797

010-4229-55040 Grant Fund – Impaired Driving Enforcement – FICA Taxes \$2,203

010-4229-56756 Grant Fund – Impaired Driving Enforcement – Training Expense \$3,450

Contact Information

Department:	Sheriff	Submitted Date:	10/6/2022
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information

Request for Legislative Action

Amount authorized by this legislation this fiscal year:		\$34,450
Amount previously authorized this fiscal year:		\$ 0
Total amount authorized after this legislative action:		\$34,450
Is it transferring fund?		Yes
Transferring Fund From:		
Fund:	Department:	Line Item Account:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)
		Amount: \$34,450
Transferring Fund To:		
Fund:	Department:	Line Item Account:
010 (Grant Fund)	4229 (Saturation Patrol)	55030 (Overtime Salaries)
010 (Grant Fund)	4229 (Saturation Patrol)	55040 (FICA Taxes)
010 (Grant Fund)	4229 (Saturation Patrol)	56756 (Training Expense)
		Amount: \$28,797
		Amount: \$2,203
		Amount: \$3,450

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5560	November 8, 2021
5504	May 10, 2021
Prior Resolution	
Resolution:	Resolution date:

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

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

Request for Legislative Action

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 Sheriff requestor: Elizabeth A. Money on 10/6/2022. Comments:

Approved by Department Approver Ronald A. Fletcher on 10/6/2022 8:12:37 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/7/2022 9:07:24 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/7/2022 11:07:11 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 10/12/2022 10:24:58 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 10/12/2022 2:29:06 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 9:03:50 AM. Comments:

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$36,577.00 from the undesignated fund balance of the 2022 Health Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$36,577.00 to the Mid-America Regional Council, relating to the Local Emergency Planning Committee's Household Hazardous Waste Program.

ORDINANCE NO. 5691, October 24, 2022

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution 20423, dated May 11, 2022, the Legislature did authorize an agreement with the Mid-America Regional Council (MARC) relating to the Local Emergency Planning Committee (LEPC) and the Missouri Emergency Planning Committee grant; and,

WHEREAS, the grant funds support hazardous materials planning, training, and other related activities for Jackson, Cass, Clay, Platte, and Ray Counties in Missouri; and,

WHEREAS, an appropriation is necessary to make available these grant funds, which have been received, to MARC on behalf of the LEPC, as is set out in the Agreement authorized by Resolution 20423; 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 Health Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund 002-9999	45105- MO Emerg Response MERC	\$36,577	
002-2810	Undesignated Fund Balance		\$36,577
002-2810	Undesignated Fund Balance	\$36,577	
Household Hazardous Wase Prog 002-1524	56798-Grant Match		\$36,577

and,

BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to issue a check in the amount of \$36,577.00 to MARC for the use of the LEPC.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5691 introduced on October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

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

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5691.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 002 9999 32810
ACCOUNT TITLE: Health Fund
Undesignated Fund Balance
NOT TO EXCEED: \$36,577.00

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

ACCOUNT NUMBER: 002 1524 56798
ACCOUNT TITLE: Health Fund
Household Hazardous Waste Program
Grant Match
NOT TO EXCEED: \$36,577.00

10/20/2022
Date


Chief Administrative Officer

Request for Legislative Action

Ordinance No. 5691
Sponsor: Crystal Williams
Date: October 24, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5691
Sponsor(s):	Crystal J. Williams	Legislature Meeting Date:	10/24/2022

Introduction
Action Items: ['Authorize', 'Appropriate']
Project/Title:
Accepting and appropriating \$36,577 within the 2022 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$36,576.13 related to the Local Emergency Planning Committee (LEPC).

Request Summary
Accepting and appropriating \$36,577 within the 2022 Health Fund and authorizing the Director of Finance and Purchasing to issue a check to the Mid-America Regional Council in the amount of \$36,576.13 related to the Local Emergency Planning Committee (LEPC). These funds support hazardous materials planning, training and related activities.

Contact Information			
Department:	Finance	Submitted Date:	9/22/2022
Name:	Sarah L. Matthes	Email:	SLMatthes@jacksongov.org
Title:	Grant Audit & Risk Manager	Phone:	816-881-3202

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$36,577
Amount previously authorized this fiscal year:			!Unexpected End of Formula
Total amount authorized after this legislative action:			\$36,577
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	9999 (*)	45105 (MO Emer Response Team MERC)	\$36,577
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
002 (Health Fund)	1524 (Household Hazardous Waste Program)	56798 (Grant Match)	\$36,577

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5336	May 11, 2020
5412	September 28, 2020
Prior Resolution	
Resolution:	Resolution date:
20713	July 6, 2021
20423	May 11, 2020

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

Compliance
Certificate of Compliance
In Compliance
Minority, Women and Veteran Owned Business Program

Request for Legislative Action

Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by Finance requestor: Sarah L. Matthes on 9/22/2022. Comments:

Approved by Department Approver Bob Cruetsinger on 9/22/2022 2:44:43 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/22/2022 4:09:40 PM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 9/23/2022 10:07:52 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 9/23/2022 10:34:06 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvania Stevenson on 9/23/2022 2:02:38 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 10/10/2022 12:16:33 PM. Comments: prior res per email conversations

Submitted by Requestor Sarah L. Matthes on 10/12/2022 10:31:34 AM. Comments: Resolutions added

Approved by Department Approver Bob Cruetsinger on 10/12/2022 11:46:20 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/12/2022 11:57:36 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/12/2022 3:08:08 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 10/12/2022 3:41:48 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 10/13/2022 6:41:12 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 9:04:44 AM. Comments:

Fiscal Note:

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

Date: September 22, 2022			ORD # <u>5691</u>
			eRLA # <u>668</u>
<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>From</u>	<u>To</u>
<u>002 Health Fund</u>			
9999 Non-Specific Department	45105 MO Emerg Response MERC	\$ 36,577	\$ -
9999 Non-Specific Department	38210 Undesignated Fund Balance		36,577
9999 Non-Specific Department	38210 Undesignated Fund Balance	36,577	
1524 Household Hazardous Waste Prog	56798 Grant Match		36,577
		\$ 73,154	\$ 73,154

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
<u>002 Health Fund</u>		
1524 Household Hazardous Waste Prog	56798 Grant Match	\$ 36,577
		\$ 36,577

APPROVED
 By Sarah Matthes at 2:32 pm, Sep 22, 2022

Budget Office



PVS 812 P0660 230446



Missouri Emergency Response Commission

2302 Militia Drive PO Box 3133

Jefferson City, Missouri 65102

573-526-9249

9-13-22

Jackson County Treasurer
415 E 12th Street
Kansas City, MO 64106

From: Mike Harris

Date: 09/06/2022

Subject: CEPF Funding Jackson County

Please be advised that your Application for Funding from the Chemical Emergency Preparedness Fund (CEPF) has been received and is being processed by the Missouri Emergency Response Commission. Check or EFT number 9092201510 in the amount of \$36576.13 for 2020 year(s) that will need to be forwarded into the Local Emergency Planning Committee (LEPC) account. A copy of this letter has been sent to the treasurer receiving CEPF funds, as well as the LEPC/D you will be contacted should the Commission require additional information for final approval of your application.

Please be advised these funds are to be used only in accordance to the guidelines set forth by the Missouri Emergency Response Commission as follows:

1. Contingency planning for chemical releases
2. Exercising, evaluating and distributing plans
3. Providing training related to chemical emergency preparedness and prevention of chemical accidents
4. Identifying facilities required to report
5. Processing the information submitted by facilities and making it available to the public
6. Receiving and handling emergency notifications of chemical releases
7. Operating a Local Emergency Planning Committee/District
8. Providing public notice of chemical preparedness activities
9. Developing a chemical/hazardous material emergency plan
10. Conduct a commodity flow assessment

Please contact Sara Allen at 573-536-9112 if you have any questions regarding the above.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, October 24, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 21074, October 24, 2022

INTRODUCED BY Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, October 24, 2022, during the regularly scheduled meeting of the Legislature; and,

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

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

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

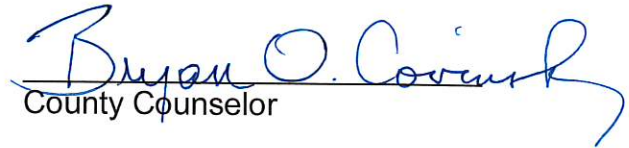
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, October 24, 2022, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21074 of October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$78,417.00 within the 2022 General Fund to cover unanticipated budgetary shortfalls within the Sheriff Office’s Jackson County Detention Center budget.

RESOLUTION NO. 21075, October 24, 2022

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Department of Corrections has experienced budgetary shortfalls in its accounts relating to temp agency services, repairs, temporary cleaning services, and office supplies for the Jackson County Detention Center; and,

WHEREAS, a transfer is required to pay the cost of these services through the end of the year; now therefore,


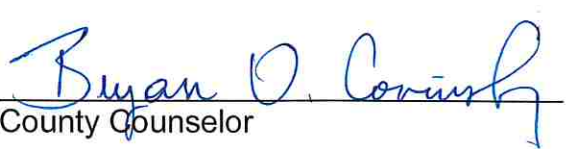
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2022 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	56730- Janitor Services	4,000	
001-2701	56740- Laundry Services	4,500	
001-2701	56870- Food Services	15,000	
001-2701	57130- Building Cleaning Supplies	15,000	
001-2701	57510- Small Tools & Minor Equipment	4,300	
001-2701	58020- Buildings & Improvements	2,800	
001-2701	58150- Office Furniture & Fixtures	12,000	
001-2701	58172- Printers & Scanners	10,000	
001-2701	58180- Audio/Video Recording Equip	10,817	
001-2701	56530- Maint. & Repair- Auto		1,045
001-2701	57330- Plumbing Supplies		4,800
001-2701	57010- Office Supplies		10,000

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
001-2701	56570- Maint. & Repair - Misc.		13,372
001-2701	56085- Temp Agency Services		15,000
001-2701	56710- Dues & Membership		1,000
001-2701	56084- Interpreter Services		5,000
001-2701	57051- Gifts/Awards		1,200
001-2701	56756- Training Expense		22,000
001-2701	57041- Paper Supplies - Copy Paper		5,000

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

APPROVED AS TO FORM:


 Chief Deputy County Counselor
 
 County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21075 of October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 2701 56730
 ACCOUNT TITLE: General Fund
 Corrections
 Janitor Services
 NOT TO EXCEED: \$4,000.00

ACCOUNT NUMBER: 001 2701 56740
 ACCOUNT TITLE: General Fund
 Corrections
 Laundry Services
 NOT TO EXCEED: \$4,500.00

ACCOUNT NUMBER: 001 2701 56870
ACCOUNT TITLE: General Fund

Corrections
Food Services

NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER: 001 2701 57130
ACCOUNT TITLE: General Fund

Corrections
Building Cleaning Supplies

NOT TO EXCEED: \$15,000.00

ACCOUNT NUMBER: 001 2701 57510
ACCOUNT TITLE: General Fund

Corrections
Small Tools & Minor Equipment

NOT TO EXCEED: \$4,300.00

ACCOUNT NUMBER: 001 2701 58020
ACCOUNT TITLE: General Fund

Corrections
Buildings & Improvements

NOT TO EXCEED: \$2,800.00

ACCOUNT NUMBER: 001 2701 58150
ACCOUNT TITLE: General Fund

Corrections
Office Furniture & Fixtures

NOT TO EXCEED: \$12,000.00

ACCOUNT NUMBER: 001 2701 58172
ACCOUNT TITLE: General Fund

Corrections
Printers & Scanners

NOT TO EXCEED: \$10,000.00

ACCOUNT NUMBER: 001 2701 58180
ACCOUNT TITLE: General Fund

Corrections
Audio/Video Recording Equipment

NOT TO EXCEED: \$10,817.00

10/20/2022
Date


Chief Administrative Officer

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21075
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	10/24/2022

Introduction
Action Items: ['Transfer']
Project/Title:
A Resolution transferring \$78,417.00 within the General Fund from various accounts in the 2022 Jackson County Sheriff's Office, Detention Center budget to cover remaining financial obligations for the Detention Center.

Request Summary
A Resolution transferring \$78,417.00 within the General Fund from various accounts within the 2022 Jackson County Sheriff's Office Detention Center budget to cover the cost of replacing the commercial garbage disposal that is unrepairable. We need additional funds for the translation service that is used when detainees do not speak English. We need to repair the lift by replacing the batteries which is used within the jail. We need to purchase metal that is used to harden the windows, which prevents inmates from smuggling items in by breaking the windows. We need additional funding for office supplies, training, plaques, and awards given to associates, temporary cleaning personnel and the day-to-day repairs needed at the jail that are unpredictable.

Contact Information			
Department:	Corrections	Submitted Date:	10/5/2022
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information	
Amount authorized by this legislation this fiscal year:	\$78,417
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$78,417
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2701 (Corrections)	56730 (Janitor & Exterminating Services)	\$4,000
001 (General Fund)	2701 (Corrections)	56740 (Laundry Services)	\$4,500
001 (General Fund)	2701 (Corrections)	56870 (Food Services)	\$15,000
001 (General Fund)	2701 (Corrections)	57130 (Building Cleaning Supplies)	\$15,000
001 (General Fund)	2701 (Corrections)	57510 (Small Tools & Minor Equipment)	\$4,300
001 (General Fund)	2701 (Corrections)	58020 (Buildings & Improvements)	\$2,800
001 (General Fund)	2701 (Corrections)	58150 (Office Furniture & Fixtures)	\$12,000
001 (General Fund)	2701 (Corrections)	58172 (Printers & Scanners)	\$10,000
001 (General Fund)	2701 (Corrections)	58180 (Audio/Video Recording Equipment)	\$10,817

Transferring Fund To:

Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2701 (Corrections)	56530 (Maint. & Repair – Auto)	\$1,045
001 (General Fund)	2701 (Corrections)	57370 (Building Operating Supplies)	\$4,800
001 (General Fund)	2701 (Corrections)	57010 (Office Supplies)	\$10,000
001 (General Fund)	2701 (Corrections)	56570 (Maint. & Repair - Misc.)	\$13,372
001 (General Fund)	2701 (Corrections)	56085 (Temp Agency Services)	\$15,000
001 (General Fund)	2701 (Corrections)	56710 (Dues & Membership)	\$1,000
001 (General Fund)	2701 (Corrections)	56084 (Interpreter Services)	\$5,000
001 (General Fund)	2701 (Corrections)	57051 (Gifts/Awards)	\$1,200
001 (General Fund)	2701 (Corrections)	56756 (Training Expense)	\$22,000
001 (General Fund)	2701 (Corrections)	57041 (Paper Supplies - Copy Paper)	\$5,000

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Request for Legislative Action

Resolution:	Resolution date:

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

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

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

Request for Legislative Action

History

Submitted by Corrections requestor: Deloris M. Wells on 10/5/2022. Comments:

Approved by Department Approver Diana L. Knapp on 10/5/2022 3:40:55 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/6/2022 10:27:23 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/6/2022 11:53:12 AM. Comments:

Approved by Budget Office Approver Mark Lang on 10/11/2022 10:33:30 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 10/11/2022 1:30:06 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 10:03:44 AM. Comments:

SALVAJOR® Food Waste Disposer 5 HP - Model 500

JOB: _____

Item No.: _____



SPECIFICATIONS:

CORROSION RESISTANT BODY

Permanent molded from heat treated aluminum alloy.

EXTENDED LIP WATER SEAL

Protects the motor from damage by water.

TAPERED ROLLER BEARING

Provides longer motor life, quiet operation and shock absorbing.

WATER COOLED MOTOR

Provides maximum efficiency and longer life.

QUIET OPERATION

Extra thick rubber mounting adaptor and drain outlet isolates sound and eliminates vibration.

WASTE MIXING CHAMBER

Extra large to ensure proper mixture of water to waste.

NEMA 4 Watertight Controls



MSS



MRSS



ARSS-2



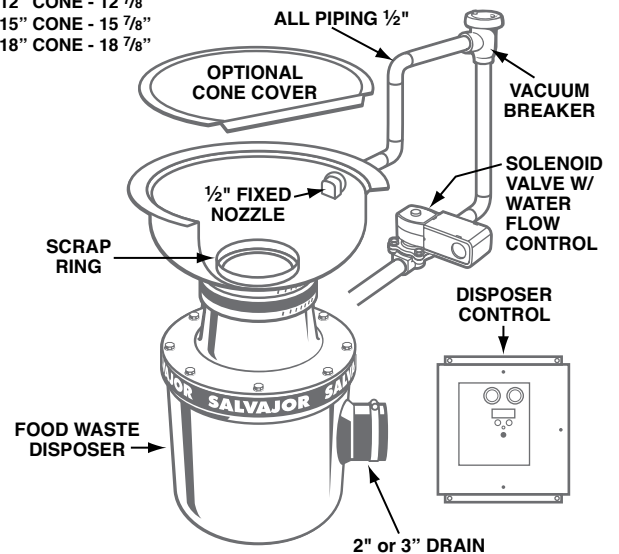
ARSS



Optional Line Disconnect (LD) available on MSS, MRSS, & ARSS

Cone Assembly

TABLE CUT-OUT:
12" CONE - 12 7/8"
15" CONE - 15 7/8"
18" CONE - 18 7/8"



NOTE: INSTALL PER ALL APPLICABLE CODES

FULL LOAD AMPS

<input type="checkbox"/>	208 Volts	3 Phase	13.8 Amps
<input type="checkbox"/>	230 Volts	3 Phase	12.5 Amps
<input type="checkbox"/>	460 Volts	3 Phase	6.3 Amps

◆ SPECIFY EXACT OPERATING VOLTAGE ◆

Model 500 Food Waste Disposer

5 HP - 3 Phase

SPECIFICATIONS:

MOUNTING – Rubber adaptor above grind chamber and rubber drain outlet isolates sound and eliminates vibration. No metal to metal contact.

EXTERIOR HOUSING – Permanent molded from heat treated, corrosion resistant aluminum alloy then computer machined to a smooth polished finish. Paint free.

SHREDDER – 9 inch diameter, machined high strength, wear resistant hardened carbide alloy.

ROTOR – 9 inch diameter with 4 cutter bars, machined high strength, wear resistant hardened carbide alloy.

MOTOR – 3 HP totally enclosed. Fan cooled and water cooled for efficiency and longer life. Built-in manual reset thermal overload protection. Available in 208-230/460 volts, 60 cycle, 3 phase.

BEARINGS – Tapered roller (top)
Sealed ball (bottom)

SEAL – Extended Lip Water Seal.

WATER REQUIREMENT – 8 gallons of cold water per minute.

WASTE OUTLET – Rubber drain accepts 2" piping or 3" piping by removing drain insert.

DUAL DIRECTION GRINDING – Designed to operate in either direction. Direction of rotation can be controlled when installed with automatic reversing controls. *Reversing rotation can double cutting teeth life.*

LEG SUPPORT – Single leg, adjustable.

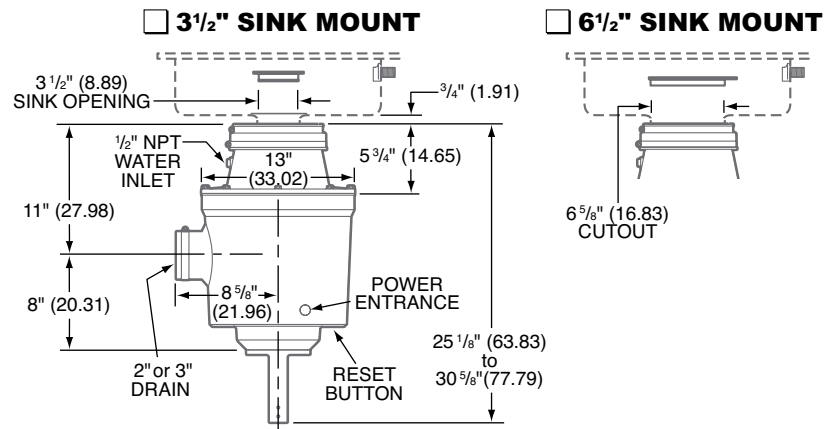
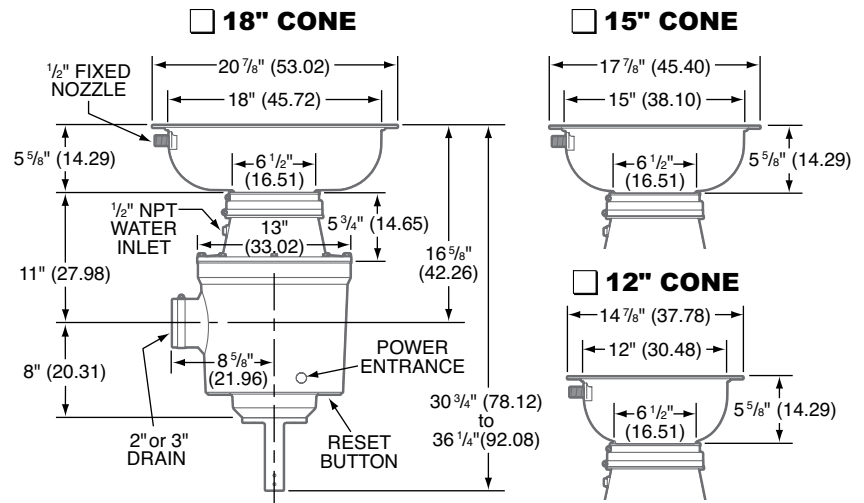
ASSEMBLIES: (See Specification Sheet)

CA – Cone Assembly with 12", 15" or 18" Cone
SA – Sink Assembly with 3 1/2" or 6 1/2" Sink Collar

DISPOSER CONTROLS: (See Specification Sheet)

MSS: (Non Reversing)
MRSS: (Manual Reversing)
ARSS-2: (Automatic Reversing)
ARSS: (Automatic Reversing with Water Saver)

DIMENSIONS



NOTE: Dimensions in parenthesis are in centimeters
(Specifications subject to change without notice)
Current specification details may be found online at www.salvajor.com

SAMPLE SPECIFICATION			
500-CA-18	ARSS	(230/60/3)	
Model	Cone Size	Disposer Control	Electrical Specs.
Assembly			
◆ SPECIFY EXACT OPERATING VOLTAGE ◆			



SALVAJOR

Manufacturers of Commercial Food Waste Solutions - Since 1944

4530 East 75th Terrace Kansas City, MO 64132-2081, USA
816.363.1030 | Toll Free: 1.800.725.8256 | Service: 1.888.725.8256 | Fax: 1.800.832.9373
sales@salvajor.com | service@salvajor.com | www.salvajor.com

Printed in USA
Form No.S500 (05-18)



custom metal fabricators

1724 Washington Street
Kansas City, MO 64108

phone 816-471-2300

e-mail Collin@Gieske.com

Quotation Number

CY44839-3584



TO: Don Hale
COMPANY: Jackson County Corrections

PHONE: 816.255.4140

FAX:

EMAIL: dhale@jacksongov.org

FROM: Collin Young

DATE: October 5, 2022

PROJECT: Steel angles

Description: • 300 - 2 1/8"odx7/8"od 11 gauge steel angles x 60"

Job Cost Total: \$ 4,800.00
Tax if Applicable: \$ 472.80

Waterjet Tolerance: 1/32"

Dimensional Tolerance: 1/16"

LEAD TIME: 3 to 4 WEEKS ARO

Approved: _____

NOTES:

EXCLUSIONS:

Metal Prices Are Volatile - Prices are valid for 30 days
Terms: Net 30 With Established Account

Thank You For the Opportunity To Quote This

Visit Us @ www.gieske.com - 1724 Washington Street, KCMO 64108



**U.S. ENGINEERING
SERVICE**

3433 Roanoke Road
Kansas City, MO 64111
P 816.753.6969
24-HOUR SERVICE 816.753.6980
usengineering.com

September 19, 2022

Capt. Tony Bowers
Jackson County Detention Center
1300 Cherry Street
Kansas City, MO 64106

RE: Kitchen Sink Disposal Replacement

Tony:

U.S. Engineering Service, LLC is pleased to quote a price of Eight Thousand Three Hundred Seventy-Two Dollars (**\$8,372.00**) to perform the following scope of work at the 1300 Cherry Street, Kansas City, MO location.

Scope of Work includes:

- Isolate power to the existing disposal and lock out
- Demo and remove the existing disposal and haul off from site
- Furnish and install one (1) new disposal in place
 - **Salvajor** Model 500, 5HP, 3PH
- Connect the disposal to the existing drain & water piping, and electrical
- Startup and check operation and for leaks

Clarifications

- All work to be performed during regular business hours of 8:00am to 4:30pm
- Pricing does not include any permits, other repairs, replacements, or modification if required

If I can be of further assistance or you wish to discuss this matter in greater detail, please feel free to contact me at 816.412.4724 or email Phil.Cavin@usengineering.com.

Sincerely,

U.S. ENGINEERING SERVICE

Phil Cavin
Senior Project Manager

ACCEPTANCE:

The above proposal is hereby accepted this _____ day of _____, 2022, with the understanding that there are no agreements or understandings other than as written herein. Our purchase order for this agreement is _____.

CUSTOMER NAME

SIGNATURE

ADDRESS

TITLE



BRANCH J06
9154 WOODEND RD
EDWARDSVILLE KS 66111-1792
816-556-6178

211547488

Job Site

JACKSON COUNTY DETENTION
1300 CHERRY ST
KANSAS CITY MO 64106-2828

Office: 816-881-3267 Cell: 816-933-8762

Customer # : 7494830
Work Order Date: 10/05/22
UR Job Loc : 1300 CHERRY ST, KANSAS CI
UR Job # : 7
Customer Job ID:
P.O. # : TBD
Authorized : TONY BOWERS
Written by : SCOTT SPARKS

JACKSON COUNTY MISSOURI
PURCHASING DIVISION
415 E 12TH ST
KANSAS CITY MO 64106-2706

**This is not an invoice
Please do not pay from this document**

EQUIP #	Make	Model	Serial #	Description			
COE280787	JLG	1930	TBD	SCISSOR LIFT 19' ELE			
CustEqp#: JCG1930		Hr Meter: 15.000		Cat/Class 300-2000			
PARTS:							
Qty	Part Number	Description	StkCl	Bin Loc	Unit of Measure	Price	Extended
4	GC2-ECL-UTL	BATTERY, 6V DEEP CYC	INTER		EACH	180.910	723.64
1	SHOP	SHOP SUPPLIES	MCI		EACH	12.340	12.34
LABOR:							
Mechanic	Hours Work	Service Date	Rate	Extended			
GARRETT ANDRAE	2.00	COE-GENERAL LABOR	10/05/22	154.27			
ISSUE: BATTERY REPAIR ESTIMATE CAUSE: EST ONLY							
Total Parts & Materials							735.98
Total Labor							308.54
Tax							94.01
Total Amount							1,138.53

SOURCEWELL BASED CONTRACT 062320 URI

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain services. This is not a government-mandated charge. The Environmental Service Charge is not designated for any particular use and is used at United's discretion. The Environmental Service Charge is 2.0% of the fees charged for items listed and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

SHOP SUPPLIES CHARGE: The total labor amount indicated above is subject to a charge which represents the costs and profits to United Rentals for the use of miscellaneous shop supplies in connection with the labor and other services provided to Customer (the "Shop Supplies Charge"). The Shop Supplies Charge is four percent (4%) of the total amount for labor and will not exceed \$75.00 per Work Order.

FUEL: Fuel charges do not include federal, state, or local excise taxes.

CREDIT CARD SURCHARGE: Where permitted by law, United may impose a surcharge of 1.8% for credit card payments on charge accounts.

READ BEFORE SIGNING: By signing below or accepting the Service, Customer agrees that Customer has received, read and agreed to the Work Order Terms in and applicable to this Work Order, which are updated from time to time and posted online at www.unitedrentals.com/legal/workorder and incorporated by reference into, and form an integral part of, this Work Order. By agreeing to the Work Order Terms, Customer authorizes United to perform the services and agrees (1) to indemnify United for losses relating to this transaction; (2) that United's liabilities to Customer and any other person are limited, and (3) that United makes no warranties, express or implied, including without limitation, warranties of merchantability, quality or fitness for a particular purpose. Los Términos de la Orden de Trabajo están disponibles en español en línea en <http://www.unitedrentals.com/legal/workorder-es>.

X

CUSTOMER SIGNATURE _____ DATE _____ CUSTOMER NAME PRINTED _____ UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of software maintenance services for the COMBAT Community CareLink and COMBAT Connections databases for use by the COMBAT staff to First Call Technologies, LLC, of Kansas City, MO, at an actual cost to the County in the amount of \$170,500.00 for 2023, as a sole source purchase.

RESOLUTION NO. 21076, October 24, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolutions 20564, dated November 23, 2020, and 20697, dated June 14, 2021, the Legislature awarded contracts for the furnishing of the COMBAT Community CareLink and COMBAT Connections databases which include grant application software, prevention software, and the Striving Together to Reduce Violence in Neighborhoods (STRIVIN) package, for use by COMBAT to First Call Technologies, LLC, of Kansas City (Jackson County), MO, as sole source purchases; and,

WHEREAS, COMBAT has a need for annual software maintenance for these software packages; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the COMBAT Director and Director of Finance and Purchasing recommend the purchase of the required maintenance from First Call Technologies, LLC, as a sole

source, because First Call, as the developer of this proprietary software, is the only vendor capable of maintaining it; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the COMBAT Director and Director of Finance and Purchasing; and,


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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21076 of October 24, 2022, was duly passed on _____, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Required funds are subject to appropriation in the County's 2023 annual budget.



Date



Chief Administrative Officer

Request for Legislative Action

Res. #21076
Sponsor: Dan Tarwater III
Date: October 24, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21076
Sponsor(s):	Daniel T. Tarwater III	Legislature Meeting Date:	10/24/2022

Introduction
Action Items: ['Authorize']
Project/Title:
Subject to the appropriation in the 2023 budget, the authorization of the purchase of the annual maintenance of COMBAT's Community CareLink and COMBAT Connections system, which includes the COMBAT Treatment, STRIVIN, Prevention and the modules to receive and manage COMBAT's funding application, from First Call of Kansas City, Missouri in the amount of \$170,500 as a Sole Source is requested..

Request Summary
<p>The purpose of this request is to expand the scope of work under the sole source First Call of Kansas City under R.20697, R.20882 and Contract 44012020034. The fee schedule in CT 44012020034 expires on December 31, 2022. Therefore, COMBAT desires to initiate a new Agreement for the implementation of its 2023 annual maintenance schedule. The scheduled work allows for continuity of electronic documentation of services performed, client demographic data, program reporting and outcomes, and gives agencies the ability to continue to electronically respond to funding opportunities and enable COMBAT staff to continue to better maintain and manage applications.</p> <p>Subject to the appropriation of the 2023 budget, the costs for the annual maintenance fees will be appropriately charged to <i>Software Maintenance</i> (56662).</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the requested maintenance services must be purchased from the developer of the software, First Call, and would be considered a Sole Source.</p>

Contact Information			
Department:	COMBAT	Submitted Date:	10/6/2022
Name:	Keron E. Hopkins	Email:	KHopkins@jacksongov.org
Title:	Budget Coordinator	Phone:	816-881-1415

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

Request for Legislative Action

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:
20564	November 23, 2020
20697	June 14, 2021
20882	February 22, 2022

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

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

Fiscal Information
•

Request for Legislative Action

History

Submitted by COMBAT requestor: Keron E. Hopkins on 10/6/2022. Comments:

Approved by Department Approver Vince M. Ortega on 10/9/2022 10:57:24 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 10/10/2022 8:43:09 AM.
Comments:

Approved by Compliance Office Approver Katie M. Bartle on 10/10/2022 12:47:25 PM. Comments:
Approved with the understanding that First Call is a Sole Source as approved by Purchasing.

Not applicable by Budget Office Approver David B. Moyer on 10/10/2022 12:54:28 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 10/10/2022 2:20:46 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 10/20/2022 10:02:35 AM. Comments:



415 E. 12th Street
Kansas City, Missouri 64106
Jacksoncountycombat.com

MEMORANDUM

Vincent M. Ortega
Director
(816) 881-3886

Dawna J. Shumate
Deputy Director
(816) 881-3510

COMBAT
Commissioners:
Larry Beaty
Mark S. Bryant
Stephanie Burton
Arimenta Dupree
Alfred Jordan
Joseph Spalitto, DDS
Lanna Ultican
Kelvin L. Walls, M.D
Elizabeth Williams

Fax:
(816) 881-1416

TO: Ms. Barbara Casamento
FROM: Vincent M. Ortega, COMBAT Director
SUBJECT: Expansion of Scope of Work under Sole Source First Call of Kansas City
R.20697 (Jun. 14, 2021) & R.20882 (Feb. 22, 2022)/Contract CT 44012020034
DATE: October 6, 2022
cc: Jean Peters Baker, Jackson County Prosecutor,
Michael Erickson, IT Director

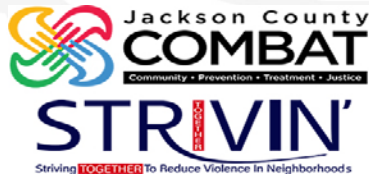
The purpose of this request is to expand the scope of work under the sole source First Call of Kansas City under the Resolutions and Contract mentioned above. The fee schedule in CT 44012020034 will expire at the end of this year. Therefore, COMBAT desires to initiate a new Agreement for the implementation of its 2023 annual maintenance schedule. The scheduled work allows for continuity of electronic documentation of services performed, client demographic data, program reporting and outcomes, and gives agencies the ability to continue to electronically respond to funding opportunities and enable COMBAT staff to continue to better maintain and manage applications.

The 2023 maintenance schedule is for the annual maintenance of COMBAT’s Community CareLink and COMBAT Connections system, which includes the COMBAT Treatment, STRIVIN, Prevention and the modules to receive and manage COMBAT funding applications.

This contract term will be as stated in the Agreement and Exhibit A-Fee and Expense Schedule, Item 1(a).

Subject to the appropriation in the 2023 budget, funding for this contract is as follows:

2023: 008-4401-56662 (\$170,500)



Director
Jackson County Court House
415 E. 12th Street, 9th Floor
Kansas City, Missouri 64106
Office: 816.881.3886
Fax: 816.881.1416

AGREEMENT

First Call Technologies, LLC and
Jackson County

The following documents together create an agreement between the First Call Technologies, LLC, a Missouri corporation ("FIRST CALL ") and Jackson County, Missouri ("COUNTY"). This Agreement defines the terms and conditions under which FIRST CALL provides Community CareLink Software Maintenance Services to COUNTY for use by COMBAT.

The Agreement includes the following documents, each of which is incorporated by reference:

- COUNTY Software License Agreement
- COUNTY Support and Software Maintenance Agreement
- Exhibit A - Fee and Expense Schedule
- Exhibit B – Service Response Priorities and Responsibilities

This is the entire agreement between FIRST CALL and COUNTY. It supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that:

- (i) FIRST CALL and COUNTY have read each of the documents listed above,
- (ii) each party agrees to the terms and conditions of each document,
- (iii) each party intends to enter into this binding agreement,
- (iv) good and sufficient consideration exists to create a binding agreement, and
- (v) entry into this agreement has been duly authorized by the governing body of each party.

It is understood that the documents listed above will not be signed separately.

This Software Maintenance and Support agreement shall have three (3) one-year renewal options.

This Agreement will become effective when executed by both parties.

This Agreement shall commence on the Effective Date, and shall continue for a period of one year unless terminated in accordance with the terms set forth in Items 8 and 4 listed in the Software License Agreement and COUNTY Support and Software Maintenance Agreement, respectively. The parties shall have the option to renew for successive terms of one-year each, such option to be exercised annually in a written document signed by both parties

First Call Technologies, LLC

Jackson County, Missouri

Signature: Dale Gray

Signature: _____

Name: Dale Gray

Name: _____

Title: CEO

Title: _____

Date: 10/17/2022

Date: _____

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$170,500 which is hereby authorized.

Date

Director of Finance and Purchasing

AGREEMENT

First Call Technologies, LLC and
Jackson County

Software License Agreement

1. Grant of License.

- a. Subject to the terms and conditions of this Agreement, FIRST CALL hereby grants to COUNTY a nonexclusive, non-transferable, perpetual license to install and use, Community CareLink, the "Software Product".
- b. COUNTY may designate individuals as Authorized Users of the Software Product to the extent permitted in Exhibit A – Fee and Expense Schedule.
- c. This license transfers to COUNTY neither title nor any proprietary or Intellectual Property rights to the Software Product, except for the rights expressly granted herein. This Agreement does not grant a license to the Source Code for the Software Product. It does not grant COUNTY a security interest in the Software Product, or the rights to sell, trade, barter, market or distribute the Software Product.
- d. COUNTY may request a reasonable number of copies of the licensed Software Product for backup, test, and training purposes.

2. Software Escrow

- a. FIRST CALL shall deposit within thirty (30) days of the Effective Date (and regularly update such deposit), with the hosting company, a complete copy of the Software Product and source code, which shall be released to COUNTY upon the occurrence of a Bankruptcy Event (as defined below) upon the terms and conditions set forth in this Section 2. For purposes of this Section 2, "Bankruptcy Event" shall mean FIRST CALL (a) ceases the active conduct of its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute which is not dismissed within 90 days, (c) becomes subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated its business, voluntarily or otherwise. FIRST CALL shall provide written notification to COUNTY and COMBAT of any such Bankruptcy Event immediately. Upon receipt of written notice from COUNTY to FIRST CALL of the occurrence of a Bankruptcy Event and a request for the release of the escrow materials, the escrow agent shall be authorized by FIRST CALL to release the escrow materials to COUNTY, unless FIRST CALL disputes such release within 14 days. Any dispute relating to or arising from the release of the escrow materials shall be brought before a court of competent jurisdiction if the parties are unable to resolve the dispute within 30 days of the written notice to COUNTY of a Bankruptcy Event. COUNTY shall not gain access to the escrow materials until the completion of dispute resolution. Subject to the terms and conditions of this Agreement and the payment of all fees specified in this Agreement incurred prior to the Bankruptcy Event, upon release of the escrow materials to COUNTY, FIRST CALL hereby grants to COUNTY a fully-paid license to use the source code for the purpose of maintaining and updating the Software Product and any customizations thereof solely for the uses expressly licensed under this Agreement. FIRST CALL shall provide COUNTY with prompt written confirmation that it has deposited into escrow a complete copy of the Software Product (and source code).

3. Correction of Defects.

- a. FIRST CALL will correct defects in the Software Product at no additional charge to COUNTY.

AGREEMENT

First Call Technologies, LLC and
Jackson County

- b. COUNTY will document any Defect in the Software Product or any failure of the Software Product to provide functionality described in the Proposal. COUNTY will notify FIRST CALL in writing of such error or Defect.
 - c. FIRST CALL will exercise Commercially Reasonable efforts to correct any Defect reported to FIRST CALL by COUNTY in a reasonable time. Such efforts will be based on a priority level reasonably assigned by FIRST CALL. FIRST CALL will consider COUNTY's opinion of their priority level, when assigning this priority level. FIRST CALL's current Support Procedures are attached to this Agreement, which is incorporated herein by reference and is a part hereof.
 - d. If agreed to by both parties, pending development of a correction, Enhancement or New Version that permanently corrects an identified Defect in a Software Product, FIRST CALL may, at its discretion: (i) provide a "patch" or software fix developed to quickly resolve a Defect, with the understanding that the patch has not been through a comprehensive quality assurance testing cycle and may itself contain Defects; or (ii) suggest a "workaround", to COUNTY's satisfaction or change in the procedures followed or method of entry of data to avoid a Defect without substantially impairing COUNTY's use of the Software Product.
 - e. FIRST CALL will be responsible for the installation of software changes for the COMBAT ~ Connections program. The software changes will initially be installed into the test environment and migrated to the live environment with COUNTY's approval.
 - f. FIRST CALL will implement reasonable and appropriate safeguards to prevent unauthorized persons from accessing its Hosting Equipment and the Software Product, to prevent introduction of malicious software onto the Hosting Equipment, and to detect, isolate, and remove malicious software from the Hosting Equipment. FIRST CALL warrants that the Software Product does not contain any virus, worm, trap door, back door, spyware, malicious logic, Trojan horse, time bomb or other malicious functionality that is designed to release or alter data, programs or equipment or render any of them unusable, intentionally interfere with or monitor the Software Product or Customer's other hardware or software, or otherwise intentionally cause the Software Product or Customer's other hardware or software to come inoperable or incapable of being normally used (collectively referred to in this paragraph as "Malware"). FIRST CALL warrants that Customer will not receive Malware as the result of an intentional, negligent or malicious act of any employee or contractor of FIRST CALL. FIRST CALL further warrants that it will use commercially available, reasonable efforts and means to ensure that Customer will not receive Malware from FIRST CALL or any of its employees or contractors (via modem, VPN, Internet, or any other method or means). At all times during the term of this Agreement, FIRST CALL will use current anti-virus and security protection for its internal systems, and will install all critical Malware protection program updates (e.g. security patches and antivirus updates) according to current industry and regulatory standards.
 - g. FIRST CALL is responsible for establishing adequate procedures to backup its data to allow re-entry of data and resumption of operations in the event of a failure of FIRST CALL's Hosting Equipment, the Software Product (COMBAT ~ Connections), or other software used to store COUNTY Data.
- 4. COUNTY Responsibilities.**
- a. COUNTY and COMBAT agencies will ensure that only Authorized Users are permitted to access and use the Software Product. It is agreed and understood by the parties that information relating to the program and its participants is strictly confidential. Likewise, both parties agree, unless required by law, not to divulge any information pertaining to this Agreement without the written consent of

AGREEMENT

First Call Technologies, LLC and
Jackson County

each other. All Authorized Users shall be required to execute an Acknowledgment of Confidentiality prior to using the COMBAT ~ Connections product.

- b. COUNTY and its Authorized Users are solely responsible for entry, accuracy and management of data entered into databases using the Software Product. COUNTY and COMBAT agencies are responsible for establishing and implementing reasonable and appropriate policies and procedures to control access to confidential information about individuals and to safeguard the confidentiality, availability, and integrity of its data.
- c. COUNTY will implement reasonable and appropriate safeguards to prevent unauthorized persons from access the Software Product.

5. Intellectual Property Rights.

- a. The Software Product is protected by both United States copyright law and international copyright treaty provisions. FIRST CALL retains sole and exclusive ownership of all right, title and interest in and to the Software Product and all Intellectual Property rights relating thereto.
- b. IT IS EXPRESSLY UNDERSTOOD BY COUNTY THAT FIRST CALL WILL RETAIN THE SOLE AND EXCLUSIVE OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS TO ANY CUSTOMIZED MODIFICATIONS OR ENHANCEMENTS OF THE SOFTWARE PRODUCT OR ANY ORIGINAL SOFTWARE PRODUCT CREATED BY FIRST CALL FOR COUNTY AND COMBAT. ANY SUCH WORK WILL NOT BE CONSIDERED "WORK FOR HIRE" WITHIN THE MEANING OF COPYRIGHT LAW, EVEN IF COUNTY PAYS FIRST CALL TO DEVELOP THE ENHANCEMENT OR SOFTWARE PRODUCT.
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Product anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Product, in whole or in part; (3) write or develop any derivative work based upon the Software Product, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Product by any third party, except as permitted by this Agreement or with FIRST CALL 's prior written consent.

6. Confidential Information.

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" as used in this Agreement shall mean information, whether in oral, written or electronic form, concerning a Disclosing Party's business, patients or customers, use of the Software Product, finances, property or technology not generally known to the public, including without limitation, the Software Product, Documentation, the terms and conditions of this Agreement, and all other information that a Disclosing Party designates as "Confidential".
- b. Obligations. COMBAT and FIRST CALL will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Recipient will disclose Confidential Information only to those of its employees and independent contractors who need to know such information and who have entered into written confidentiality agreements with Recipient which protect the Confidential Information. Upon termination, a Recipient will return or destroy, upon request of Disclosing Party, all Confidential

AGREEMENT

First Call Technologies, LLC and
Jackson County

Information in Recipient's possession without retaining copies thereof except required by law. Without limiting the foregoing, no party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will make any use of the other party's Company Information; (i) acquire any right in or assert any lien against the other party's Company Information; (ii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iii) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party.

- c. Confidential data shall not be copied or stored without express written permission from COMBAT. Permission should only be granted upon demonstration of a business need and an assessment of the risk of unauthorized access to or loss of COMBAT participants which (a) unauthorized disclosure or use could cause serious harm to an organization or individual or (b) are exempt from disclosure under the provisions of Chapter 610 of the Revised Statutes of Missouri or other applicable local, state, or federal laws.
- d. HIPAA. The parties each agree to be bound by and comply with all applicable federal, state and local statutes and regulations governing the confidentiality of patient records and other information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Additionally, the parties have entered into a Business Associate Agreement and Malware and Security Agreement which are hereby incorporated and made part of this Agreement.

7. Limited Warranty and Limitation of Liability.

FIRST CALL makes the following representations and warranties:

- a. The Software Product will, in all material respects, have the functionality described in the Proposal to COUNTY and COMBAT. The Proposal is incorporated herein by reference.
- b. FIRST CALL has developed and owns the Software Product and has the right to grant the license granted herein.
- c. The Software Product does not infringe any U.S. or international copyright or trade secret, or, to the knowledge of FIRST CALL, any patent right or other Intellectual Property right of any third party.
- d. FIRST CALL's warranties do not apply to: (i) any copy of the Software Product modified by any Person or Organization other than FIRST CALL or an authorized representative of FIRST CALL; (ii) failures caused by defects or problems with software applications other than the Software Product; (iii) failures caused by malicious software; or (iv) failures caused by negligence of COUNTY or its designees or any Person or Organization except FIRST CALL or an authorized representative of FIRST CALL .
- e. FIRST CALL makes no warranty: (i) that the operation of the Software Product will be error free in all circumstances; nor (ii) that all non-material defects in the Software Product which do not substantially impair COUNTY's use of the Software Product will be corrected; nor (iii) that the operation of the Software Product will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of FIRST CALL.
- f. Disclaimer

AGREEMENT

First Call Technologies, LLC and
Jackson County

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (WHETHER OR NOT FIRST CALL KNOWS, HAS REASON TO KNOW', HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR BY COURSE OF DEALING. IN ADDITION, FIRST CALL EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN COUNTY WITH RESPECT TO THE SOFTWARE PRODUCT OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO COUNTY THAT IS NOT INCLUDED IN THE PROPOSAL OR THIS AGREEMENT.

g. Limitation of Liability

IN NO EVENT WILL FIRST CALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE OF THE SOFTWARE PRODUCT OR THE DELIVERY OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ITS EXHIBITS. IT IS UNDERSTOOD THAT SUCH SOFTWARE PRODUCT WILL BE USED IN THE DELIVERY OF CLINICAL SERVICES AND ADMINISTRATION OF HUMAN SERVICE PROGRAMS, AND AGREED THAT RESPONSIBILITY FOR ALL DECISIONS RELATING TO THE PROVISION OF TREATMENT, PAYMENT OF BENEFITS AND ALLOCATION OF RESOURCES ARE THE RESPONSIBILITY OF COUNTY AND COMBAT OR THE PERSONS OR ORGANIZATIONS THAT USE THE SOFTWARE PRODUCT, AND NOT THE RESPONSIBILITY OF FIRST CALL. FIRST CALL'S LIABILITY AND COUNTY'S SOLE REMEDIES UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE SOFTWARE PRODUCT AND THE REPROCESSING OF ANY DATA WHICH IS INCORRECT AS A RESULT OF SUCH DEFECT.

8. Term and Termination.

- a. Term.** This Agreement shall commence on the Effective Date, and shall continue ~~in perpetuity~~ for a period of one year unless terminated in accordance with the terms set forth below.
- b. Termination for Cause.** Either party may terminate this Agreement upon a Material Breach of a provision of this Agreement by the other party, following procedures described in this section.
- 1.** The party that is not in breach ("Non-breaching Party") will give the other party ("the Breaching Party") written notice describing the breach in sufficient detail to inform the other party of the provision(s) of the Agreement that have been breached and the manner in which the breach occurred.
 - 2.** If the breach is a willful breach of part 7 of this Agreement, pertaining to Intellectual Property Rights then the Non-Breaching Party shall have the option, at its sole discretion, to terminate the Agreement immediately, without giving the Breaching Party the opportunity to cure the breach. If the Agreement is not terminated immediately, the Breaching Party shall have ten (10) days to cure the breach.
 - 3.** If the breach is for failure to provide services as agreed or pay fees and expenses when due, the Breaching Party shall have thirty (30) days to cure the breach.

AGREEMENT

First Call Technologies, LLC and
Jackson County

4. If the Breaching Party fails to cure a Material Breach described in (b) or (c) within the time allowed, the Non-Breaching party may request that the Agreement be immediately terminated. If the Breaching party agrees, the Agreement will be terminated immediately.
 5. Either party may terminate this Agreement immediately, without notice, and without the opportunity to cure, in the event that the other party voluntarily becomes the subject of bankruptcy, liquidation or insolvency proceedings; has any such proceeding filed without its consent and such proceeding is not dismissed or stayed within ninety (90) days; or makes an assignment for the benefit of creditors of all or substantially all of its assets.
- c. Termination without Cause.
1. After payment in full of the Software License Fee and any and all other scheduled fees that COUNTY is obligated to pay FIRST CALL pursuant to this Agreement, COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice to FIRST CALL. At any time, the parties may terminate this agreement by mutual written consent.
 2. Unless otherwise agreed in writing by FIRST CALL and COUNTY, a party that terminates this Agreement without cause waives any claim it may have that the agreement was terminated because of a Material Breach by the other party. Such a claim may not be asserted as the basis of an action for damages or suit for equitable remedies, or as the basis for a right of offset or defense against a claim by the other party. This provision does not apply to a Material Breach that occurred after the date of the notice of termination, or any breach at any time of Parts 7 and 8 of this Agreement, pertaining to Intellectual Property Rights and Confidential Company Information.
- d. Obligations upon Termination.
1. COUNTY and its Authorized Users shall immediately discontinue use of the Software Product and disable all passwords.
 2. Effect of Termination. In the event of the termination or expiration of this Agreement for any reason, Customer's license to use the Software Product will terminate, and Customer and End Users must immediately cease all use of the Software Product and Documentation. Each Party and all parties or End Users that that party has caused to receive the other party's Confidential Information shall, at the other party's option, return or destroy all copies of the other party's Confidential Information in such parties' possession or control.
 3. Survival. Provisions of this Agreement pertaining to governing law, confidentiality, compliance with applicable laws/hospital policies, notices, indemnities, relationship of the parties, warranty and such other provisions of the Agreement that, by their nature, require performance following the termination or expiration of this Agreement, shall survive such termination or expiration.
 4. Each party will, if feasible, erase, destroy or return to the other party all of the other party's Confidential Information in its possession or control.
9. **General Provisions.**
- a. Notices. All notices required or permitted to be made or given hereunder shall be in writing, delivered in person with receipt obtained or by certified or registered mail or by overnight delivery

AGREEMENT

First Call Technologies, LLC and
Jackson County

by an established national delivery service at the respective addresses set forth on the Cover and Signature Page of this Agreement. All notices shall be deemed effective upon delivery. Notices shall be addressed to the persons identified on the Cover and Signature Page of this Agreement, or to other persons identified in writing by either party.

- b.** Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Notwithstanding the foregoing, in the event that such condition prevents or delays performance of any party for a period in excess of sixty (60) days, the other party shall have the right to immediately terminate this Agreement upon written notice.
- c.** This Agreement shall not be modified, amended, or in any way altered except in writing, in a document signed by both parties.
- d.** Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed by the laws of the State of Missouri, without regard to conflict of law principles. The parties agree to sole jurisdiction and venue in any Federal or state court sitting in the State of Missouri (the Circuit Court of Jackson, County, Missouri, and/or the United States District Court for the Western District of Missouri, Central Division.)
- e.** Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitation of liability and exclusion of damages shall remain in full force and effect.
- f.** Publicity. COUNTY and COMBAT consent to publication of its name by FIRST CALL as a user of the Software Product, upon reasonable notice to COUNTY and COMBAT. COUNTY and COMBAT will approve the content and description of their use of the Software Product prior to publication.
- g.** FIRST CALL Access to COUNTY Systems. COUNTY will allow FIRST CALL representatives to access COUNTY's Software Product and to COUNTY Data, either on-site or remotely, as necessary to enable FIRST CALL to fulfill its obligations to COUNTY under this Agreement.

AGREEMENT

First Call Technologies, LLC and
Jackson County

COUNTY Support and Software Maintenance Agreement

- 1. COUNTY Support Services**
 - a.** Telephone and Email User Support. FIRST CALL will exercise Commercially Reasonable efforts to make FIRST CALL technology staff available by electronic mail, telephone, or remote computer access to provide User Support during Regular Business Hours. Regular Business Hours are defined as Monday – Friday from 8:00am – 5:00pm Central Standard Time.
 - b.** COUNTY Support Service Requests. COUNTY Support Service requests shall be submitted in writing via electronic mail or facsimile.
 - c.** Correction of Defects. FIRST CALL will correct all defects according to the terms of the Software License and Product Services Agreement.
 - d.** FIRST CALL Service Request Response Time. FIRST CALL will respond to COUNTY and/or COMBAT according to the Service Response Priorities and Responsibilities schedule attached hereto as Exhibit B and incorporated herein by reference.
 - e.** FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT and/or COMBAT agency to resolve the service issue outside of Regular Business Hours if requested by COUNTY, COMBAT, and/or COMBAT funded agencies in writing and approved by the County’s COMBAT Director or designee. Both parties will work together until the work is completed.
- 2. Development of Software Enhancements**
 - a.** FIRST CALL will use commercially reasonable efforts to develop enhancements of the Software Product requested by COUNTY in writing same as above.
 - b.** FIRST CALL will respond to COUNTY’s request for an Enhancement within thirty (30) calendar days of receipt of COUNTY’s request. FIRST CALL’s response will include the proposed solution along with the estimated cost to complete the enhancement, if applicable.
 - c.** FIRST CALL and COUNTY will agree to schedule the Enhancement to be included in the next software release or if it should be included as a stand-alone enhancement. If the Enhancement is included as a stand-alone enhancement requiring additional fees and services outside of those contemplated by this Agreement, FIRST CALL shall not proceed with the enhancement until the expenditure is approved by the COUNTY’s governing body and a written Amendment is executed by duly authorized representatives of FIRST CALL and the COUNTY.
- 3. Maintenance Services**
 - a.** Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit A – Fee and Expense Schedule.
 - b.** User Group. The COMBAT administration and COMBAT ~ Connections agency directors will identify employees to participate in a User Group to provide feedback to FIRST CALL regarding the Software Product. The User Group will meet as needed as agreed to by FIRST CALL and COMBAT. Meetings will typically take place via conference call, web-conferencing or in person.
 - c.** COMBAT meetings. FIRST CALL will participate in COMBAT meetings as needed.

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- d.** Availability of Enhancements. All Enhancements developed by FIRST CALL for any other project/agency will be provided to COUNTY for as long as it continues to pay the Software Maintenance Fee.
 - e.** Delivery of Enhancements. FIRST CALL will work with COUNTY to install Enhancements into COUNTY's Test Environment. Once COUNTY has tested the Enhancement and performance of the Enhancement is satisfactory to both parties, FIRST CALL will work with COUNTY to install the Enhancement into the Live Environment.
- 4.** Term and Termination
- a.** The Maintenance Agreement shall be effective for a one year period with three (3) one-year extension options to commence upon the effective date described herein.

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Exhibit A – Fee and Expense Schedule Effective – January 1, 2023

This Exhibit A describes terms for COUNTY payment of fees and reimbursement of expenses incurred by FIRST CALL. This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1. Fees and Expenses

- a. **Software Maintenance Fee and Support Fee.** The Software Maintenance Fee for COUNTY's use of the Software is due at the execution of this contract. The Software Maintenance Fee total of \$170,500, payable in two installments annually, six months apart. Twelve (12) months of maintenance commencing upon the effective date, January 1, 2023, shall be included. The Software Maintenance and Support agreement shall have three (3) one-year renewal options.

The Software Maintenance and Support Fee is calculated based on the specific modules developed and maintained for COUNTY use. The specific yearly Maintenance fees are as follows.

COMBAT Treatment Module: \$39,000
COMBAT STRIVIN Hub Module: \$50,000
COMBAT Prevention Module: \$39,500
COMBAT Grant Application Module: \$42,000

- b. **Enhancement Fee.** Enhancements will be invoiced at the rate of \$95/hour. Invoices will be sent upon delivery of enhancement and will be billed separately from bi-annual Software Maintenance and Support Fee.
- c. **Expense Schedule.** Software Maintenance and Support Fees will be prorated based on the start date of module design. All Implementation cost are one-time cost at the pre-defined Enhancement Fee of \$95 per hour.

2. Billing and Payment Procedures

- a. **Invoice.** FIRST CALL will send COUNTY invoices prior to each phase for Project Services Fees and Expenses and any other agreed upon charges to COUNTY for fees or expenses that are due and payable.
- b. COUNTY will pay FIRST CALL the balance due on all approved invoices within thirty (30) days of receipt of the invoice from FIRST CALL. COUNTY will approve or reject submitted invoices within ten (10) business days of receipt.

Exhibit B - Service Response Priorities and Responsibilities

During normal business hours (8am to 5pm, Monday through Friday) FIRST CALL shall provide responses for each occurrence reported by the client within the timetable set forth below. FIRST CALL will work with COUNTY and/or COMBAT to resolve the service issue outside of normal business hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee.

Priority 1 – Client outage

A major system or component critical to service is inoperative.

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Priority 2 – Urgent

The client is impacted by a service delay but is still able to maintain basic service functions.

Priority 3 – Service delay

The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.

Priority 4 – Minor/informational

The call requires minor action or is for information purposes.

Priority	Initial Response Time	Update Frequency
1 – Outage	30 minutes	2 hours
2 – Urgent	2 hours	Daily
3 – Delay	24 hours	Weekly
4 – Minor	48 hours	Bi-Weekly