

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$160,000.00 within and appropriating \$256,842.00 from the undesignated fund balance of the 2016 Anti-Drug Sales Tax Fund in acceptance of the 2016 Edward Byrne Memorial Justice Assistance Grant awarded to the Multi-Jurisdictional Drug Task Force.

ORDINANCE NO. 4882, August 29, 2016

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded the Multi-Jurisdictional Drug Task Force an Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$256,841.20 for the period July 1, 2016, through June 30, 2017; and,

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

WHEREAS, the grant proceeds will be used for the partial funding of salary and benefits for five detectives; and,

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

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

WHEREAS, the County Executive recommends said transfer and appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2016 Anti-Drug Sales Tax Fund be and hereby are made:

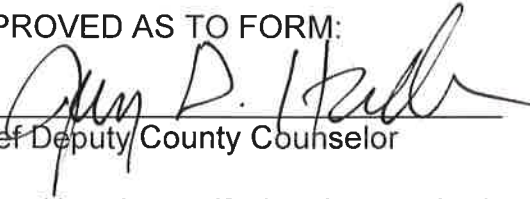
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force JAG			
008-4180	45865 - Increase Revenues	\$256,842	
008-2810	Undesignated Fund Balance		\$256,842
008-2810	Undesignated Fund Balance	\$256,842	
Anti-Drug Sales Tax Fund JC Drug Task Force			
008-4151	56798 – Grant Match	\$160,000	
Anti-Drug Sales Tax Fund Multi-Jurisdictional Task Force JAG			
008-4180	56790 – Other Contractual		\$416,842

and,

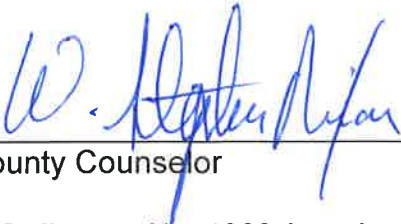
BE IT FURTHER ORDAINED that the County Executive and any and all other County Officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2016 JAG grant.

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. 4882 introduced on August 29, 2016, was duly passed on _____, 2016 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. 4882.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$256,841.20

ACCOUNT NUMBER: 008 4151 56798
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
JC Drug Task Force
Grant Match
NOT TO EXCEED: \$160,000.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

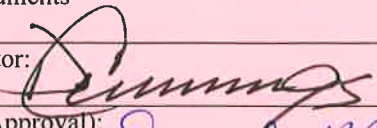

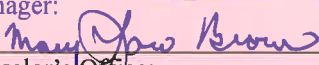
Completed by County Counselor's Office:

~~Res~~ Ord No.: 4882

Sponsor(s): Tarwater

Date: August 29, 2016

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting a transfer and appropriation for the Multi-Jurisdictional Drug Task Force 16-17 grant</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$416,841.20</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$416,841.20</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance</td><td>FROM ACCT \$256,841.20</td></tr><tr><td>FROM 008-4151-56798 – Anti- Drug Sales Tax Fund – Drug Task Force – Grant Match</td><td>FROM ACCT \$160,000.00</td></tr><tr><td>TO 008-4180-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual</td><td>TO ACCT \$416,841.20</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$416,841.20	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$416,841.20	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund - Undesignated Fund Balance	FROM ACCT \$256,841.20	FROM 008-4151-56798 – Anti- Drug Sales Tax Fund – Drug Task Force – Grant Match	FROM ACCT \$160,000.00	TO 008-4180-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	TO ACCT \$416,841.20
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TO 008-4180-56790 – Anti-Drug Sales Tax Fund – Multi-Jurisdictional Drug Task Force – Other Contractual	TO ACCT \$416,841.20														
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4786 (10/19/15); [REDACTED]</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Danny Cummings, O.I.C. 816.503.4725</p>														
REQUEST SUMMARY	<p>The Jackson County Drug Task Force requested from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program \$256,841.20 for the period of July 1, 2016 through June 30, 2017. The request included a match from Jackson County in the amount of \$160,000 for a total project cost of \$416,841.20.</p> <p>This funding will provide partial funding of salary and benefits for five (5) detectives.</p> <p>Please appropriate \$416,841.20 into the following accounts: 008-4180-56790 \$416,841.20</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Grant Award Documents	
REVIEW	Department Director: 	Date: 8/17/16
	Finance (Budget Approval): If applicable 	Date: 8/17/16
	Division Manager: 	Date: 8/24/16
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-4151-56798	Anti-Drug Sales Tax Fund – Drug Task Force – Grant Match	\$160,000.00
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$256,841.20

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

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

ORD # 4882

[illegible]

Budgeting *Saul Mag 8/17/10*

JEREMIAH W. (JAY) NIXON
Governor

LANE J. ROBERTS
Director



Lewis and Clark Building, 4th Floor
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
Fax: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

4882

August 11, 2016

Ms. Cari Beeman
PO Box 392
Blue Springs, MO 64055

Re: **Subaward Number: 2015-JAG-011**
Project Title: Jackson County Multi-Jurisdictional Drug Task Force (JCETF)

Dear Ms. Beeman:

The status of the above referenced application under the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) - DTF funding opportunity has changed from "Approved" to "Awarded".

Enclosed are the *Subaward* and *Certified Assurance* pertaining to the subaward. The proper Authorized Official and Project Director, as identified on the forms, must sign each document. If there are personnel changes, please contact my office. The signatures must be original; stamped signatures will not be accepted!

The following documents must be received by our office as soon as possible:

- ☐ (2) Signed *Subawards* (one for federal award and one for state award)
- ☐ Signed *Certified Assurances*
- ☐ Printed copy of your 2016 JAG Application

To print a copy of your JAG application, you must be logged into WebGrants at <https://dpsgrants.dps.mo.gov> and in the Grant Tracking (My Grants module) section of the above-referenced project. In the Grant Components list, select the component titled "Application". Please do not print the contract documents or application on both sides of the paper. Also, please do not staple your documents – use a paper clip or binder clip instead.

The above referenced documents should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: CJ/LE Section
PO Box 749
1101 Riverside Drive
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the contract documents for its files. A scanned copy of the signed contract documents will be returned for your records. If you require an original, please return an extra original copy of the contracts, and they will be forwarded back to you via mail.

If you have questions, please contact Troy Thurman at (573) 751-5997 or Nancy Capps at (573) 522-4094.

Sincerely,

Heather Haslag
CJ/LE Program Manager

cc: File

Enclosures



**MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**



2016 CERTIFIED ASSURANCES

Subrecipient:	Jackson County, Drug Task Force	Subaward Number:	2015-JAG-011
Project Title:	Jackson County Multi-Jurisdictional Drug Task Force (JCETF)		

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

General:

1. The Subrecipient assures that it shall comply, and all its sub-contractors shall comply, with the applicable provisions of the "JAG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); 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. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of grant funds, the Subrecipient is required to attend the 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, award acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
3. **Non-Supplanting:** The Subrecipient assures that federal 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.
4. **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' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
5. **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 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.
6. **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, Office of the Director, 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, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification that a Missouri Department of Public Safety grant-funded individual 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.

The Subrecipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state-funded grant. 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 Department of Justice, Office of Inspector General and the Missouri Department of Public Safety any credible evidence that a principal, employee, agent, contractor, sub-contractor, or other person has either:

- a. Submitted a false claim for grant funds under 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 involving grant funds

For Subrecipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

Missouri Department of Public Safety
Office of the Director
Attention: [Insert Grant Program]
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or contractor 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 or 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 of agency governing the nondisclosure 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 contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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 contractors 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.

9. **Lobbying:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a Subrecipient, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

10. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
11. **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 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.

12. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. 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.
13. **Uniform Crime Reporting (UCR):** The Subrecipient assures that its law enforcement agency is in full 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.
14. **Racial Profiling:** The Subrecipient assures that its law enforcement agency is in full compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
15. **Federal Equitable Sharing Funds:** The Subrecipient assures that 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 received therefrom to the Missouri Department of Public Safety and the Missouri State Auditor.

16. **Custodial Interrogations:** The Subrecipient assures that its law enforcement agency is in full 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.
17. **DWI Law:** The Subrecipient assures that its law enforcement agency is in full compliance with Section 577.005 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. In addition, the Subrecipient assures that its county prosecuting attorney or municipal prosecutor is in full compliance with Section 577.005 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.
18. **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 grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
19. **Drug-Free Workplace Act of 1988:** The Subrecipient assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
20. **ACORN:** Subrecipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
21. **Computer Networks:** The Subrecipient understands and agrees that - (a) No subaward funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) 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, or adjudication activities.

Civil Rights:

1. **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.
2. **Discrimination:** 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 funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
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 Persons*, 67 Fed. Reg. 41455 (June 18, 2012) 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 <http://www.lep.gov>.

4. **Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. pt 42, subpt. E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will maintain an EEOP if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees; 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 *EEOP Utilization Report* can be found at <http://ojp.gov/about/ocr/eeop.htm>.

The Subrecipient that is required to maintain an EEOP must submit an *EEOP Utilization Report* to DOJ's Office for Civil Rights (OCR) if it receives a single award of \$500,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS).

All Subrecipients, irrespective of their EEOP obligations, must complete the *EEOP Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* can also be found at <http://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 http://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 Plans (EEOPs).

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.

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 state sources are not appropriated and continued at an aggregate level sufficient to cover the subaward costs, or in the event of a change in 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:** 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, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition (currently, the "2015 DOJ Grants Financial Guide) of the Office of Justice Programs (OJP) Financial Guide, which can be found at <http://ojp.gov/financialguide/DOJ/>.
4. **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. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Project Income:** The Subrecipient agrees to account for project 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 project income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
 - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - B. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - C. Purchases estimated to total between \$3,000 but less than \$24,999 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - D. Purchases with an estimated total of \$25,000 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 \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product 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 mandate in Section 34.353 RSMo are met.
9. **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.

10. **Debarment:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Subrecipient certifies its vendors:

- 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 application 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 records, 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 had one or more public transactions (Federal, State, or Local) terminated for cause or default
11. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub-awards) 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 as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Subrecipient assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.
 12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any subaward entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of 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 that the Missouri Department of Public Safety determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the Missouri Department of Public Safety may permanently or temporarily terminate the subaward. In the event a subaward is 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.
 13. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
 14. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this subaward 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.

Programmatic:

1. **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. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Bulletproof Vests:** The Subrecipient understands if monies are requested and awarded for the purchase of bulletproof vests that JAG funds may be used to purchase vests, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. Further, the Subrecipient understands that bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
3. **Bulletproof Vest Policy:** The Subrecipient understands if monies are requested and awarded for the purchase of bulletproof vests that the law enforcement agency must have a written "mandatory wear" policy in effect. Per BJA, there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**
4. **Criminal Intelligence Systems:** The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
5. **Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this application must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
6. **Mitigation Plan:** The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.
7. **NEPA:** The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety.

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

- A. New construction;

- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
 - D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
 - E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
8. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
9. **Drug Task Force Eligibility for Grants:** The Subrecipient assures, where such grant-funded project is for a drug task force, that the grant-funded project is in full compliance with the state provisions of Section 195.509 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.
10. **Drug Task Force Training:** The Subrecipient agrees to complete, where such grant-funded project is for a drug task force, the online task force training provided free of charge through BJA's Center for Task Force Integrity and Leadership and submit a copy of each curriculum certificate upon completion and within the stated timeframe as outlined in the "JAG Solicitation". The training is intended for the task force commander, agency executive, task force officers, and other task force members of equivalent rank.

The Subrecipient Authorized Official and Subrecipient Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.

Frank White Jr.

Subrecipient Authorized Official Name

Subrecipient Authorized Official Signature

Date

Bryon Price

Subrecipient Project Director Name

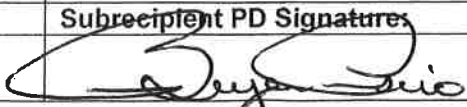

Subrecipient Project Director Signature

08/15/2016
Date



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, Drug Task Force		026546940	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2016 JAG DTF	07/01/2016	06/30/2017	
Project Title:		Subaward Number:	
Jackson County Multi-Jurisdictional Drug Task Force (JCDDTF)		2015-JAG-011	
Project Description:			
<p>The Jackson County Drug Task Force (JCDDTF) is a multi-jurisdictional drug task force and was formed to counter the growing drug problem in Jackson County and provides a combined and unified response to the drug and narcotics problem. The focus of the JCDDTF is covert drug investigations. These investigations are conducted in a number of ways, undercover drug purchases, surveillance of suspects, the execution of search warrants and the use of confidential informants. The primary focus is the purchase of narcotics utilizing a JCDDTF undercover detective. The JCDDTF provides an immediate response to those drug problems which pose imminent threat to the security and well-being of the communities it serves in Jackson County.</p> <p>Additionally, the JCDDTF provides a long-range identification and analysis of emerging or anticipated drug problems so as to develop an efficient and effective law enforcement response.</p>			
Federal Subaward Total:	CFDA Number and Name:		
\$151,330.84	16.738 – Edward Byrne Memorial Justice Assistance Grant Program		
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 of Justice Programs, Bureau of Justice Assistance		09/23/2015	
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		2015-MU-BX-0451	
<p>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.</p> <p>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.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Frank White Jr.		Bryon Price	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
			8/15/16
<p>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.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			07/01/2016



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, Drug Task Force		026546940	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2016 JAG DTF	07/01/2016	06/30/2017	
Project Title:		Subaward Number:	
Jackson County Multi-Jurisdictional Drug Task Force (JCETF)		2015-JAG-011	
Project Description:			
<p>The Jackson County Drug Task Force (JCETF) is a multi-jurisdictional drug task force and was formed to counter the growing drug problem in Jackson County and provides a combined and unified response to the drug and narcotics problem. The focus of the JCETF is covert drug investigations. These investigations are conducted in a number of ways, undercover drug purchases, surveillance of suspects, the execution of search warrants and the use of confidential informants. The primary focus is the purchase of narcotics utilizing a JCETF undercover detective. The JCETF provides an immediate response to those drug problems which pose imminent threat to the security and well-being of the communities it serves in Jackson County.</p> <p>Additionally, the JCETF provides a long-range identification and analysis of emerging or anticipated drug problems so as to develop an efficient and effective law enforcement response.</p>			
State Subaward Total:	CFDA Number and Name:		
\$105,510.36	N/A		
<p>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.</p> <p>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.</p>			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Frank White Jr.		Bryon Price	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
			08/15/16
<p>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.</p>			
Authorized Official, Missouri Department of Public Safety			Subaward Date
			07/01/2016

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$86,744.00 from the fund balance of the 2016 Grant Fund in acceptance of the State of Missouri Drug Courts Coordinating Commission Family Drug Court Program Grant for use by the Family Court Division.

ORDINANCE NO. 4883, August 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division has received the Family Drug Court Program Grant from the State of Missouri Drug Courts Coordinating Commission, for the period July 1, 2016, to June 30, 2017; and,

WHEREAS, the purpose of the Family Drug Court Program is to help substance-abusing offenders break the cycle of addiction and avoid the crimes that often accompany addiction; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper spending account; and,

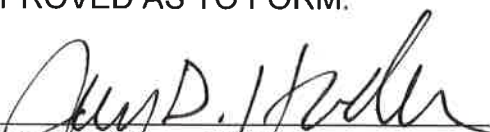
WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the fund balance of the 2016 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Family Drug Court Program			
010-2130	45864 - Increase Revenues	\$86,744	
010-2810	Undesignated Fund Balance		\$86,744
010-2810	Undesignated Fund Balance	\$86,744	
010-2130	56790 - Other Contractual Services		\$86,744

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. 4883 introduced on August 29, 2016, was duly passed on _____, 2016 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. 4883.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$86,744.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4883

Sponsor(s): Jordan

Date: August 29, 2016

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Family Drug Court Program</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$86,744</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$86,744</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$86,744</td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td>FROM ACCT 010-2810 86,744.00 TO ACCT 010-2130-56790 86,744.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 86,744 Prior Year Actual Amount Spent (if applicable): 86,744</p>	Amount authorized by this legislation this fiscal year:	\$86,744	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$86,744	Amount budgeted for this item *:	\$86,744	Source of funding (name of fund) and account code number	FROM ACCT 010-2810 86,744.00 TO ACCT 010-2130-56790 86,744.00
Amount authorized by this legislation this fiscal year:	\$86,744										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$86,744										
Amount budgeted for this item *:	\$86,744										
Source of funding (name of fund) and account code number	FROM ACCT 010-2810 86,744.00 TO ACCT 010-2130-56790 86,744.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): <u>4764 08/18/15</u> Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775</p>										
REQUEST SUMMARY	<p>This is a request to appropriate \$86,744.00 from the 2016 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Drug Courts Coordinating Commission. The project is named "Family Drug Court Program" and its purpose is to help substance-abusing offenders break the cycle of addiction and the crime that often accompanies it. The project began July 1, 2016 and will continue through June 30, 2017.</p> <p>Please appropriate the \$86,744.00 into the accounts listed below:</p> <p>010-2130-56790 Other Contractual Services \$86,744.00</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS											
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date</td></tr> <tr> <td>Finance (Budget Approval): Roy Fairchild, Budget and Fiscal Officer</td><td>Date: 08/05/16</td></tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator</td><td>Date: 08/05/16</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>	Department Director:	Date	Finance (Budget Approval): Roy Fairchild, Budget and Fiscal Officer	Date: 08/05/16	Division Manager: Mary Marquez, Deputy Court Administrator	Date: 08/05/16	County Counselor's Office:	Date:		
Department Director:	Date										
Finance (Budget Approval): Roy Fairchild, Budget and Fiscal Officer	Date: 08/05/16										
Division Manager: Mary Marquez, Deputy Court Administrator	Date: 08/05/16										
County Counselor's Office:	Date:										

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$86,744.00

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

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

ORD # 4883

Saul M. S. 8/16/14
Budgeting



4883

Drug Courts Coordinating Commission

2112 INDUSTRIAL DRIVE
P. O. BOX 104480
JEFFERSON CITY, MISSOURI
65110

PHONE: (573) 751-4377

FAX: (573) 522-6086

July 6, 2016

The Honorable Justine E. Del Muro
16th Judicial Circuit Family
415 E. 12th Street
Kansas City, MO 64106

Dear Judge Del Muro,

The Drug Courts Coordinating Commission (DCCC) is pleased to announce the 16th Judicial Circuit Family Treatment Court program(s) has been awarded a total of \$86,744.00 for fiscal year 2017.

Ninety-seven proposals were received totaling over \$16.7 million in requests while available funds are limited to \$6.3 million, which is a reduction from FY16 funding. Due to the decrease in funding, the commission made the difficult decision to reduce each adult drug court allocation by two percent from FY16 awards. This decision also did not allow any additional funding for new treatment court programs who submitted proposals. All treatment courts should pursue local funding alternatives.

As the number of new treatment court programs continues to increase each year without additional funding, it is critical for the DCCC to use the available resources and funding in the most efficient manner. For future award decisions, more consideration may be given to the adherence of the 10 Key Components, Guiding Principles and Best Practice Standards. You may contact OSCA treatment court staff at any time for program technical assistance.

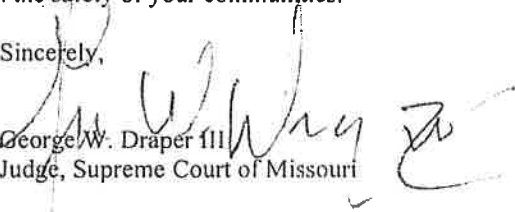
If the amount of funds your court requested differs from the amount awarded, email a revised budget to osca.treatment.court@courts.mo.gov by July 15, 2016. Expenditures are reviewed on a monthly basis in relation to the revised budgets. It is necessary to be as accurate as possible in the planned monthly expenditures. If a program has not expended the budgeted funds as planned, notifications will be made to determine if all funds will be used. If some funds will not be used, the excess will be reallocated to other courts.

Enclosed is a one page award contract that must be signed, dated and returned to the address listed on the form by July 15, 2016, to avoid disruption in payment of invoices.

Each program will be required to submit the Certification of Compliance form each month, whether or not there are expenditures. Forms must be submitted by the 20th of each month following the month the expenditures were incurred. As outlined in the Treatment Court RFP, your court must comply with the reporting requirements in JIS. Those not maintaining the data in JIS are at risk of losing funding from the DCCC.

As Chair of the Commission, I would like to thank each of you for your valued contributions to the drug court field. You make a tremendous difference in the lives of your clients and in the safety of your communities.

Sincerely,


George W. Draper III
Judge, Supreme Court of Missouri

c: The Honorable Martina L. Peterson, Family Court Commissioner
Penny Clodfelter, Family Drug Court Program Manager

Committee Members:

Judge George W. Draper, III, Chair
Judge Lawrence E. Mooney
Judge Marco Roldan
Commissioner Peggy Davis

Brian Kinkade, Director, Dept. of Social Services
George Lombardi, Director, Dept. of Corrections
Stephen Sokoloff, Deputy Director, Dept. of Public Safety
Mark Stringer, Director, Dept. of Mental Health



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date

07/08/2016

Award
Amount

\$86,744.00

Contract Period

07/01/2016 to 6/30/2017

Treatment Court Funding FY 2017

In 2001, the Missouri General Assembly passed House Bill 471 creating this program. In accordance with state statute 478.009, the Drug Courts Coordinating Commission (DCCC) allocates funding from the Missouri Drug Court Resources Fund. These funds are to be used to support treatment, testing and case management activities as approved by the commission in your approved proposal. Courts are encouraged to utilize these funds in conjunction with other federal, state and local resources to support the drug court efforts in your jurisdiction.

Contract Number

☒

Original Contract

OSCA 17-001-16

☐

Contract Amendment

Court/Recipient Information:

Project Director:

OSCA Program Contact:

The Honorable Justine E. Del Muro
Presiding Judge
Sixteenth Judicial Circuit
415 E. 12th St.
Kansas City, MO 64106

Penny Clodfelter
Family Drug Court Program Manager
Sixteenth Judicial Circuit
625 E. 26th St.
Kansas City, MO 64108

Angela Plunkett
573-522-8242

OSCA Fiscal Contact:

Tara Smith
573-522-2616

☐ Special Conditions of this award are attached.☒ There are no special conditions of this award. Original RFP requirements only.

OSCA program staff and the Drug Courts Coordinating Commission have completed the evaluation process and awarded funding as indicated below.

Requested Funding: \$126,022.00

Awarded Funding: \$86,744.00

This Treatment Court Funding is awarded for the period July 1, 2016, through June 30, 2017. Invoices for services rendered during the prior contract period of July 1, 2015, through June 30, 2016, may be processed for payment during the first part of the new contract period. The Treatment Court will have 60 days after the start of the new contract period to submit invoices from the previous contract period. Expenditures from the previous contract period reimbursed by OSCA during the new contract period will reduce the awarded amount for the new contract period.

Please Sign, Date and Return to:

Office of State Courts Administrator
Attn: Contracts Unit
PO Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature

OSCA Signature

Printed Name

MARY A. MARQUEZ

Date

7-11-2016

Printed Name

Earl Kraus

Presiding Judge Signature

Title

Deputy State Courts Administrator

Printed Name

Judge Justine E. Del Muro

Date

Date

7/8/2016

Revised

RFP OSCA 17-001, Treatment Court Program Funding Request for Fiscal 2017

Circuit # _16th County Jackson

Court type (ie: Adult, Juvenile, Family) Jackson

Exhibit B

Budget Worksheet

Fiscal 2017 Treatment Court Budget Request	July	August	September	October	November	December	January	February	March	April	May	June	Total
Substance Use Disorder Treatment													\$0.00
Drug/alcohol Testing	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,630.00	\$3,614.00	\$43,544.00
Contractual Services													\$0.00
Wrap Around Services	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00	\$42,600.00
Participant Education	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00
Sanctions - Equipment or services													
Total Budget Request	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,230.00	\$7,214.00	\$86,744.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$10,000.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of the OSCA Juvenile Justice Program Assistance grant received from the Missouri Office of State Courts Administrator.

ORDINANCE NO. 4884, August 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Family Court Division has been awarded the OSCA Juvenile Justice Program Assistance grant in the amount of \$10,000.00 by the Missouri Office of the State Courts Administrator, for the period of July 1, 2016, through June 30, 2017; and,

WHEREAS, the grant funds will be used to provide monitoring of at risk youth; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2016 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Juvenile Justice Program			
010-2131	45361 - Increase Revenue	\$10,000	
010-2810	Undesignated Fund Balance		\$10,000
010-2810	Undesignated Fund Balance	\$10,000	
010-2131	55010 - Salaries		\$10,000

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. 4884 introduced on August 29, 2016, was duly passed on _____, 2016 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. 4884.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$10,000.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4884

Sponsor(s): Jordan

Date: August 29, 2016

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>OSCA Juvenile Justice Program Assistance</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$10,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$10,000</td></tr> <tr> <td>Amount budgeted for this item *:</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td>FROM ACCT 010-2810 10,000.00 TO ACCT 010-2131-55010 10,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 30,000 Prior Year Actual Amount Spent (if applicable): 30,000</p>		Amount authorized by this legislation this fiscal year:	\$10,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$10,000	Amount budgeted for this item *:		Source of funding (name of fund) and account code number	FROM ACCT 010-2810 10,000.00 TO ACCT 010-2131-55010 10,000
Amount authorized by this legislation this fiscal year:	\$10,000											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$10,000											
Amount budgeted for this item *:												
Source of funding (name of fund) and account code number	FROM ACCT 010-2810 10,000.00 TO ACCT 010-2131-55010 10,000											
PRIOR LEGISLATION	Prior ordinances and (date): <u>4765 09/1/15</u> Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775											
REQUEST SUMMARY	<p>This is a request to appropriate \$10,000.00 from the 2016 undesignated fund balance in acceptance of a contract awarded to the Family Court Division by the Office of State Courts Administrator. The project is named "OSCA Juvenile Justice Program Assistance" and its purpose is to provide monitoring of at risk youth. The project began July 1, 2016 and will continue through June 30, 2017.</p> <p>Please appropriate the \$10,000.00 into the accounts listed below:</p> <p>010-2131-55010 ^{Salary} Other Professional Services \$10,000.00</p>											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS												
REVIEW	Department Director: Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i> Division Manager: <i>Mary Marquez, Deputy Court Administrator</i> County Counselor's Office:	Date: Date: 08/16/16 Date: 08/16/16 Date:										

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated fund balance	\$10,000.00

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

Supplemental Appropriation Request

Jackson County, Missouri


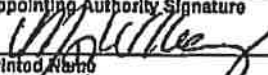
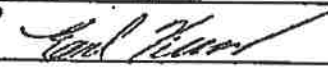

Funds sufficient for this appropriation are available from the source indicated below.

Date: August 18, 2016

ORD # 4884

[illegible]

Budgeting 8/18/16

	State of Missouri Office of State Courts Administrator Administrative Services Division		Issue Date	Award Amount
			June 3, 2016	
			Contract Period	
			July 1, 2016 through June 30, 2017	
Juvenile Justice Program Assistance				
The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure; pre-adjudication placement.				
Contract Number:			<input checked="" type="checkbox"/> Original Contract	
OSCA 17-003-09			<input type="checkbox"/> Contract Amendment	
Court/Recipient Information:		Project Director:	OSCA Program Contact	
The Honorable Justine E. Del Muro Presiding Judge Sixteenth Judicial Circuit 415 East 12th Street Kansas City, MO 64108		Mary Marquez Deputy Court Administrator of Family Court Services Sixteenth Judicial Circuit 625 East 26th Street Kansas City, MO 64108	Jessica Schwaller 573-522-3357 OSCA Fiscal Contact Shelly Peters 573-522-2751	
<input type="checkbox"/> Special Conditions of this award are attached.		<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.		
Funding provided to assist with tracking services the Sixteenth Judicial Circuit.				
Requested Funding: \$33,000.00 Awarded Funding: \$10,000.00				
Please Sign, Date and Return by Mail to:				
Office of State Courts Administrator Attn: Contracts Unit P.O. Box 104480 Jefferson City, MO 65110 - 4480				
In witness thereof, the parties below hereby execute this agreement.				
Appointing Authority Signature 		OSCA Signature 		
Printed Name MARY MARQUEZ	Date 6-21-2016	Printed Name Earl Kraus		
Presiding Judge Signature 		Title Deputy State Courts Administrator		
Printed Name Justine E. Del Muro	Date 6/21/2016	Date 6/11/2016		

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE renewing the tax of 3.50% of the tariff rate for each local telephone access line, not to exceed 100 lines per person or per location, for emergency telephone service utilizing a single three-digit number "911."

ORDINANCE NO. 4885, August 29, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, sections 190.300 et seq., RSMo, as amended, authorized the County Legislature to establish a tax, upon a vote of the people, to finance an emergency telephone service, in an amount not to exceed two percent of the tariff rate, in those areas of the County where emergency 911 telephone service has been contracted for; and,

WHEREAS, pursuant to Ordinance 940, dated January 11, 1982, the proposal was submitted to the voters of Jackson County on August 6, 1982, for their approval of such service and tax, in accordance with section 190.320, RSMo, and a majority of the votes cast on the proposal were in favor thereof; and,

WHEREAS, pursuant to Ordinance 3771, dated May 22, 2006, a proposal was submitted to the voters of the County on August 8, 2006, for their approval of an increased maximum rate of such tax up to seven percent of the tariff rate, and, again, a majority of the votes cast on the proposal were in favor thereof; and,

WHEREAS, area telephone service companies provide 911 emergency telephone service to Jackson County, and collect a tax of 3.50% of the tariff rate for this service, pursuant to

Ordinance 4769, dated September 14, 2015; and,

WHEREAS, in view of estimated operating costs and plans of the regional E-911 system presented by the Mid-America Regional Council, it is appropriate that the tax be renewed County-wide at a rate of 3.50% of the tariff rate; and,

WHEREAS, the tax rate proposed does not exceed the rate authorized by the voters at the election of August 8, 2006; and,

WHEREAS, the Legislature has determined that, for the protection and preservation of public health and welfare, the operation of an emergency telephone system is beneficial to the citizens of the County; now therefore,

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

1. A tax for emergency telephone service, in the amount of 3.50% of the tariff rate for each local telephone exchange access line not to exceed 100 lines per person per location, is renewed, in those portions of Jackson County for which 911 emergency telephone service has been contracted for; and,

2. Such tax shall be renewed, as specified herein, subject to adjustments in percentage provided for by sections 190.300 et seq., RSMo.

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. 4885 introduced on August 29, 2016, was duly passed on _____, 2016 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. 4885.

Date

Frank White, Jr., County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION recognizing September 2016 as Childhood Cancer Awareness Month in Jackson County.

RESOLUTION NO. 19241, August 29, 2016

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children of ages between infancy and age 15; and,

WHEREAS, this tragic disease is detected in nearly 15,000 of our country's young people each and every year; and,

WHEREAS, one in five of our nation's child cancer victims loses the battle with cancer; and,

WHEREAS, many infants, children, and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and,

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc., and Kids Cancer Connection, Inc., are dedicated to helping these children and their families; and,

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Mercy Hospital in Kansas City and St. Louis Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and,

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby proclaims the month of September 2016 as Childhood Cancer Awareness Month in Jackson County and urges all citizens to join in this recognition.

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. 19241 of August 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month term and supply contract, with two twelve-month options to extend, for the furnishing of t-shirts and wearing apparel for use by various County departments, to Raytown Screen Print of Greenwood, MO, under the terms and conditions of Invitation to Bid No. 41-16.

RESOLUTION NO. 19242, August 29, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited proposals via Invitation to Bid No. 41-16 for the furnishing of t-shirts and wearing apparel for use by various County departments; and,

WHEREAS, a total of thirty-one notifications were distributed and two responses were received from the following:

BIDDER

Raytown Screen Print
Greenwood, MO

Executive Marketing
Kansas City, MO

WHEREAS, following evaluation of the bids submitted, the director recommends that the contract be awarded to Raytown Screen Print as the lowest and best bidder on all apparel items; and,

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

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

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

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. 19242 of August 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

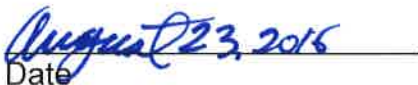
Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

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


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

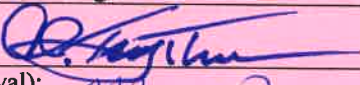
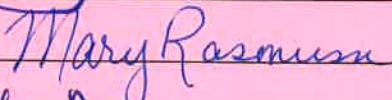
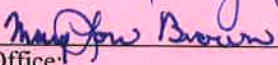
Completed by County Counselor's Office:

Res/Ord No.: 19242

Sponsor(s): Waits

Date: August 29, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Two Twelve Month Options to Extend, for the furnishing of T-Shirts and Wearing Apparel for use by Various County Departments to Raytown Screen Printing of Greenwood, MO under the terms and conditions of Invitation to Bid No. 41-16.</u></p>																								
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1"> <thead> <tr> <th>Department</th><th>Estimated Usage</th></tr> </thead> <tbody> <tr> <td>Parks + Rec Department</td><td>\$50,000.00</td></tr> <tr> <td>Department of Corrections</td><td>\$20,000.00</td></tr> <tr> <td>Public Works Department</td><td>\$10,000.00</td></tr> <tr> <td>Communications</td><td>\$ 2,000.00</td></tr> <tr> <td>COMBAT</td><td>\$ 1,000.00</td></tr> <tr> <td>Total</td><td>\$83,000.00</td></tr> </tbody> </table> <p>This RLA only approves the term and supply contract. The funds were appropriated through the annual budget adoption. Figures included in the Budget Information section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:		Department	Estimated Usage	Parks + Rec Department	\$50,000.00	Department of Corrections	\$20,000.00	Public Works Department	\$10,000.00	Communications	\$ 2,000.00	COMBAT	\$ 1,000.00	Total	\$83,000.00
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COMBAT	\$ 1,000.00																								
Total	\$83,000.00																								
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17959, August 12, 2012</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																								
REQUEST SUMMARY	<p>The County requires a Term and Supply Contract for the furnishing of T-Shirts and Wearing Apparel for various County Departments. The Purchasing Department issued Invitation to Bid No. 41-16 to meet these requirements.</p> <p>A total of thirty-one notifications were distributed and two responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>No.</th><th>Description</th><th>Raytown Screen</th><th>Executive Marketing</th></tr> </thead> <tbody> <tr> <td>01</td><td>T-Shirt</td><td>\$1.70</td><td>\$2.00</td></tr> <tr> <td>02</td><td>T-Shirt with Pocket</td><td>\$3.25</td><td>\$3.65</td></tr> <tr> <td>03</td><td>T-Shirt, Long Sleeve</td><td>\$3.00</td><td>\$3.35</td></tr> <tr> <td>04</td><td>Sport Shirt</td><td>\$4.30</td><td>\$4.70</td></tr> <tr> <td>05</td><td>Sweatshirt</td><td>\$4.00</td><td>\$4.30</td></tr> </tbody> </table>	No.	Description	Raytown Screen	Executive Marketing	01	T-Shirt	\$1.70	\$2.00	02	T-Shirt with Pocket	\$3.25	\$3.65	03	T-Shirt, Long Sleeve	\$3.00	\$3.35	04	Sport Shirt	\$4.30	\$4.70	05	Sweatshirt	\$4.00	\$4.30
No.	Description	Raytown Screen	Executive Marketing																						
01	T-Shirt	\$1.70	\$2.00																						
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03	T-Shirt, Long Sleeve	\$3.00	\$3.35																						
04	Sport Shirt	\$4.30	\$4.70																						
05	Sweatshirt	\$4.00	\$4.30																						

	<p>Pursuant to Section 1054.6 of the Jackson County code, the Director of Finance and Purchasing recommends the award of a Twenty-Four Month Term and Supply Contract, with Two Twelve Month Options to Extend, for the furnishing of T-Shirts and Wearing Apparel for County Wide use to Raytown Screen Printing of Greenwood, MO as the lowest and best bid received.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	The Abstract of Bids Received, Recommendation Memorandum's from Using Departments and the pertinent pages of Raytown Screen Printing's bid documents.	
REVIEW	Department Director: 	Date: 8/17/16
	Finance (Budget Approval): <i>If applicable</i> 	Date: 8/17/14
	Division Manager: 	Date: 8/25/16
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

Bid No. 41-16 DATE: 07/12/16 COMMODITY: T-Shirts & Wearing Apparel		Raytown Screen Printing		Executive Marketing Promotions					
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.0	T-Shirts, Crew Neck, S - 5XL	1	EA	1.70	2.00				
2.0	T-Shirts, Crew Neck w/ pocket, S - 5XL	1	EA	3.35	3.65				
3.0	T-Shirts, Long Sleeve, Crew Neck, S - 5XL	1	EA	3.00	3.35				
4.0	Sport Shirt, Pique, S-5XL	1	EA	4.30	4.70				
5.0	Sweatshirt, Long Sleeve, Crew Neck, S-5XL	1	EA	4.00	4.30				
6.0	% Discount / Markup	n/a	n/a	30%	30%				
7.0	Screen Printing Charges, One Color	1	EA	.75	.90				
8.0	Embroidery Charges, One Color	1	EA	1.25	1.20				
9.0	Artwork, charge per hour	1	EA	30.00	20.00				
10.0	Digitizing Service, charge per hour	1	EA	30.00	20.00				
<p>CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED</p> <p>ON: <u>July 12, 2016</u>, BY <u>Mark Spino</u> CLERK OF THE LEGISLATURE</p> <p><u>Mark Spino</u> PURCHASING</p>									

4.0 REQUIRED SUBMITTALS WITH YOUR BID

- 4.1 Current Sportswear Catalog with pricing that you are basing your bid upon for Item 6 in this bid.
- 4.2 Manufacturer's detailed specifications if you are bidding on items other than specified in Items 01 – 05.
- 4.3 If bidder is not located in the Greater Kansas City, Missouri Metropolitan Area, documentation detailing how the bidder intends to handle preview, proofing and approval of printed and/or embroidered items.
- 4.4 Failure to submit the items detailed in this section may result in the REJECTION of your bid.

5.0 EVALUATION PROCESS

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

6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Ten herein by July 5, 2016 by 5:00 PM, CDT. Point of Contact for this Invitation to Bid is Barbara Casamento, email address bcasamento@jacksongov.org. All answers to questions will be published on the County's website in form of Addenda.
- 6.2 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County personnel regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION of the bid.

7.0 QUOTATION

No.	Description	Neutrals	Heathers	Colors
01	T-Shirt, Crew Neck, 100% Cotton, 6.1 Ounce			
	Gildan Ultra Cotton No. 2000 or Comparable			
	Adult Sizes Small to 5XL			
	Small to XL	\$ 1.70	\$ 1.92	\$ 1.92
	Additional Charge for 2XL	\$ 2.00	\$ 2.00	\$ 2.00
	Additional Charge for 3XL	\$ 2.00	\$ 3.00	\$ 3.00
	Additional Charge for 4XL	\$ 3.50	\$ 3.50	\$ 3.50
	Additional Charge for 5XL	\$ 4.00	\$ 4.00	\$ 4.00
	Manufacturer & Catalog No. Bid: <i>Gildan #2000</i>			
02	T-Shirt, Crew Neck, With Pocket, 100% Cotton			
	6.1 Ounce, Gildan Ultra Cotton No. 2100 or			
	Comparable, Adult Sizes Small to 5XL <i>#2300</i>			
	Small to XL	\$ 3.35	\$ 3.65	\$ 4.50
	Additional Charge for 2XL	\$ 2.00	\$ 2.00	\$ 2.00
	Additional Charge for 3XL	\$ 3.00	\$ 3.00	\$ 3.00
	Additional Charge for 4XL	\$ 3.50	\$ 3.50	\$ 3.50
	Additional Charge for 5XL	\$ 4.00	\$ 4.00	\$ 4.00

No.	Description	Neutrals	Heathers	Colors
	Manufacturer & Catalog No. Bid: <i>Gildan #12400</i>			
	<i># 2300</i>			
03	T-Shirt, Long Sleeve, Crew Neck, 100% Cotton 6.1 Ounce, Gildan Ultra Cotton or Comparable Adult Sizes Small to 5XL			
	Small to XL	\$ <i>3.00</i>	\$ <i>3.00</i>	\$ <i>4.00</i>
	Additional Charge for 2XL	\$ <i>2.00</i>	\$ <i>2.00</i>	\$ <i>2.00</i>
	Additional Charge for 3XL	\$ <i>3.00</i>	\$ <i>3.00</i>	\$ <i>3.00</i>
	Additional Charge for 4XL	\$ <i>3.50</i>	\$ <i>3.50</i>	\$ <i>3.50</i>
	Additional Charge for 5XL	\$ <i>4.00</i>	\$ <i>4.00</i>	\$ <i>4.00</i>
	Manufacturer & Catalog No. Bid: <i>Gildan #2400</i>			
04	Sport Shirt, Pique, 100% Cotton, 6.5 Ounce Gildan Ultra Cotton No. 3800 or Comparable Adult Sizes Small to 5XL			
	Small to XL	\$ <i>4.30</i>	\$ <i>4.30</i>	\$ <i>4.30</i>
	Additional Charge for 2XL	\$ <i>2.00</i>	\$ <i>2.00</i>	\$ <i>2.00</i>
	Additional Charge for 3XL	\$ <i>3.00</i>	\$ <i>3.00</i>	\$ <i>3.00</i>
	Additional Charge for 4XL	\$ <i>3.50</i>	\$ <i>3.50</i>	\$ <i>3.50</i>
	Additional Charge for 5XL	\$ <i>4.00</i>	\$ <i>4.00</i>	\$ <i>4.00</i>
	Manufacturer & Catalog No. Bid: <i>Gildan #3800</i>			
05	Sweatshirt, Long Sleeve, Crew Neck, 50/50 Cotton Polyester, 7.75 Ounce, Gildan Heavy Blend No. 18000 or Comparable Adult Sizes Small to 5XL			
	Small to XL	\$ <i>4.00</i>	\$ <i>5.00</i>	\$ <i>5.50</i>
	Additional Charge for 2XL	\$ <i>2.00</i>	\$ <i>2.00</i>	\$ <i>2.00</i>
	Additional Charge for 3XL	\$ <i>3.00</i>	\$ <i>3.00</i>	\$ <i>3.00</i>
	Additional Charge for 4XL	\$ <i>3.50</i>	\$ <i>3.50</i>	\$ <i>3.50</i>
	Additional Charge for 5XL	\$ <i>4.00</i>	\$ <i>4.00</i>	\$ <i>4.00</i>
	Manufacturer & Catalog No. Bid: <i>Gildan #18000</i>			
06	Catalog Items:			
	Discount Off Pricing	Yes/No		%
	Mark-Up On Pricing - <i>cost + 30%</i>	<u>Yes/No</u>	<i>30</i>	%
07	Screen Printing Charges Per Item:			
	One Color	\$ <i>.75</i>		
	Two Colors	\$ <i>1.50</i>		
	Three Colors	\$ <i>2.25</i>		
	Four Colors	\$ <i>3.00</i>		
	Five Colors	\$ <i>3.75</i>		
	Six Colors	\$ <i>4.50</i>		
08	Embroidery Charges per 1000 Stitches/Item:			
	One Color <i>1.25 per 1000 Stich</i>	\$	<i>any amount of colors, any colors - go by stitch count</i>	
	Two Colors	\$		
	Three Colors	\$		

No.	Description	Neutrals	Heathers	Colors
	Four Colors	\$		
	Five Colors	\$		
	Six Colors	\$		
09	Artwork, Charge per Hour	\$ 30.00		
10	Digitizing Services per Hour	\$ 30.00		

Company Name: Raytown Screen Printing	Web Site Address: —
Person Authorized to Sign Bid: D. Soltys	Telephone Number: 816-804-1854
Title: owner	Fax Number: —
Signature: Day Soltys D. Soltys	Email Address:
Street Address: 1003 Doc Henry Rd.	Judith Soltys @ SBC Global.net
City, State and Zip Code: Greenwood, MO 64034	



JACKSON COUNTY
Parks + Rec

19242

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 Department
FROM: Dianne Kimzey, Parks + Rec Department
DATE: August 3, 2016
RE: T-shirts and Wearing Apparel Bid

OK

The Parks Department is recommending Raytown Screen Printing for Bid No 41-16.

Total amount spent for this contract is estimated as \$50,000.

Please let me know if you need any additional information.

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Captain John Cloonan; Acting Captain Christopher Wolfe;
Sergeant Steven Owen
Date: 8/11/16
From: L.J. Scott, Asst Director of Administration *LJ Scott*
Subject: Bid No. 41-16 T-Shirts and Wearing Apparel

Captain Cloonan and Acting Captain Wolfe reviewed this recap. The small to 2X sizes are lower cost with Raytown Screen than with Executive Market. Since only about 14% of CERT Team members will need sizes above 2X, Raytown Screen appears to be the lowest and best bid for the t-shirts. For screen printing only one color is used – white. The shirts are black with white lettering and CERT insignia. One color screen printing is also lower cost with Raytown Screen than with Executive Market. The Department of Corrections would like to utilize Raytown Screen as the provider for this contract. The Department will spend up to \$20,000 annually for these purchases.



Jackson County
Public Works Department

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

MEMORANDUM

TO: Barbara Casamento, Purchasing

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: July 25, 2016

SUBJECT: T-Shirts & Wearing Apparel – Bid No. 41-16

Barbara, we have evaluated the above referenced bid for T-Shirts & Wearing Apparel and we recommend that the bid be awarded to Raytown Screen. We will spend approximately \$6,000.00

Barbara J. Casamento

From: Marilyn J. Scothorne
Sent: Thursday, July 28, 2016 7:48 PM
To: Barbara J. Casamento
Subject: FW: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel
Attachments: Recap of ITB 41-16 T-Shirts.xlsx

If it is within our budget for 2017, I expect to purchase about \$1,600 in T-shirts and other wearing apparel.

Raytown Screen is the only vendor we have used and we have been very satisfied with their product.

Thank you.

From: Gwendolyn Cogshell
Sent: Monday, July 25, 2016 12:43 PM
To: Kerri L. Moore; Martha L. Poe; Caroline Deihl; Amy Keister; Marilyn J. Scothorne; Kimberly J. Byers
Subject: FW: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

From: Barbara J. Casamento
Sent: Monday, July 25, 2016 11:37 AM
To: Bob McMillin; Dianne L. Kimzey; John L. Johnson; Gwendolyn Cogshell; Joseph Tomlinson; Laura J. Scott; Angie Jeffries; David D. Epperson; Gina Robinson; Stacey Daniels-Young
Subject: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

Good Morning:

Attached is a Recap of Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel. Please take a moment to review and send me your recommendations for award along with an estimated annual spend for your department.

Thank you for your help and please let me know if you have any questions.

BJC

Barbara J. Casamento

From: Angie Jeffries
Sent: Wednesday, August 10, 2016 9:13 AM
To: Barbara J. Casamento
Subject: RE: Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

Hi Barbara,
Communications will spend 1500.00 in wearing apparel. The executive office will spend \$500.00
The bid is approved the only comment I had was regarding the full color screen print that Raytown screen printing can't provide.

Thanks
Angie

From: Barbara J. Casamento
Sent: Wednesday, August 10, 2016 8:58 AM
To: Angie Jeffries; Laura J. Scott; David D. Epperson; Gina Robinson; Stacey Daniels-Young
Subject: Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

Good Morning:

On July 25, 2016 I sent you an email requesting a review and award recommendation including annual spend for your department on the above referenced bid.

I have not received back your evaluations and need to get this contract approved.

Please forward your evaluation to me as quickly as possible.

Thanks and have a great day.

BJC

Barbara J. Casamento

From: Stacey Daniels-Young
Sent: Wednesday, August 10, 2016 10:22 AM
To: Barbara J. Casamento
Subject: Fwd: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

This is what I sent. Do you need more?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Stacey Daniels-Young <sdj@jacksongov.org>
Date: 7/25/2016 11:54 AM (GMT-06:00)
To: "Barbara J. Casamento" <BCasamento@jacksongov.org>
Subject: RE: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

- With the products and sizes we will likely purchase in a year, (300 S-XL Neutral T-shirts; 60 2XL & 60 3XL) it looks like Raytown is the least expensive on all except the 3XL. I'd estimate we spend about **\$1,000 per year** on T-shirts, although this does not include 2 or 3 color screen printing.

Stacey Daniels-Young, PhD, Director
 415 E. 12th Street, 9th Floor
 Kansas City, MO 64106
 816.881.3510 ofc
 816.881.3844 fax

Join us on Twitter: @JacksonCoCOMBAT

Jackson County

COMBAT

Save a life. Save a neighborhood.

From: Barbara J. Casamento
Sent: Monday, July 25, 2016 11:37 AM
To: Bob McMillin; Dianne L. Kimzey; John L. Johnson; Gwendolyn Cogshell; Joseph Tomlinson; Laura J. Scott; Angie Jeffries; David D. Epperson; Gina Robinson; Stacey Daniels-Young
Subject: Jackson County, Missouri Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel

Good Morning:

Attached is a Recap of Invitation to Bid No. 41-16 T-Shirts and Wearing Apparel. Please take a moment to review and send me your recommendations for award along with an estimated annual spend for your department.

Thank you for your help and please let me know if you have any questions.

BJC

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding sixty-day extension to the term and supply contracts for the furnishing of electrician service for use by various County departments to R.F. Fisher Electric Company, LLC, of Kansas City, KS, and Mark One Electric Company of Kansas City, MO, under the terms and conditions of Invitation to Bid No. 43-11.

RESOLUTION 19243, August 29, 2016

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, by Resolution 17654, dated August 22, 2011, the Legislature did award contracts for the furnishing of electrician services for use by various County departments, to R.F. Fisher Electric Company, LLC, of Kansas City, KS, and Mark One Electric Company of Kansas City (Jackson County), MO, under the terms and conditions of Invitation to Bid No. 43-11; and,

WHEREAS, the Director of Finance and Purchasing has requested a sixty-day extension to the contracts with R.F. Fisher Electric Co. and Mark One Electric Co., to allow time to evaluate the recommendations related to a new Invitation to Bid for these services; now therefore,

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


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

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. 19243 of August 29, 2016 was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of the Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION


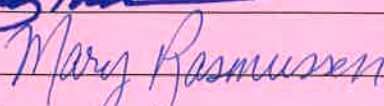
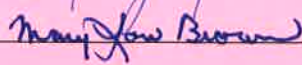
Completed by County Counselor's Office:

Res/Ord No.: 19243

Sponsor(s): Grounds

Date: August 29, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting approval of a Sixty Day Extension of a Term and Supply Contract for the furnishing of Electrical Services for Various County Departments to R.F. Fisher Electric Co LLC of Kansas City, KS and Mark One Electric Co. of Kansas City, MO under the terms and conditions of Request for Proposal No. 43-11.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr><tr><td>Source of funding (name of fund) and account code number:</td><td></td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$54,000.00 Prior Year Actual Amount Spent (if applicable): \$ 141,804.72</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17654, August 22, 2011</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer @ 881-3465</p>										
REQUEST SUMMARY	<p>On August 29, 2011 Resolution No. 17654 awarded a twenty-four month Term and Supply Contract with three twelve month options to extend, for the furnishing of Electrical Services for Various County Departments to R.F. Fisher Electric Company, LLC of Kansas City, KS and Mark One Electric Company of Kansas City, MO.</p> <p>The Director of Finance and Purchasing requests the authorization to extend the Term and Supply Contract for the furnishing of Electrical Services for use by Various County Departments beginning August 30, 2016 and ending October 29, 2016.</p> <p>The requested extension will allow the County the necessary time to evaluate the recommendation for award of Invitation to Bid 35-16 and prevent a disruption of electrical services for Various County Departments.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Resolution 17654</p>										

REVIEW	Department Director: 	Date: 8/19/16
	Finance (Budget Approval): <i>If applicable</i> 	Date: 8/22/16
	Division Manager: 	Date: 8/25/16
	County Counselor's Office:	Date:

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

[illegible]

**CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED**

ON: 11.26.11 BY:

OPENED AND RECORDED

11.22.1

BY

Walter D. D. Inc.

CLERK OF THE DISTRICT COURT OF THE COUNTY OF LOS ANGELES, CALIFORNIA

James W. Cavener

RECAP OF INVITATION TO BID NO.
43-11 ELECTRIC SERVICE

19243

		ALPHA ENERGY AND ELECTRIC INC* (Jackson County), Kansas City, MO	INFINITE ENERGY CONSTRUCTION INC DBA PROGRESS ELECTRIC* (Jackson County), Grandview, MO	R.F. FISHER ELECTRIC CO, LLC (Wyandotte County), Kansas City, KS	MARK ONE ELECTRIC CO INC** (Jackson County), Kansas City, MO
NO	DESCRIPTION	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Hourly rate, Journeyman Electrician w/fully equipped service truck	82.44	69.39	64.14	65.00
2	Overtime rate, Journeyman Electrician w/fully equipped service truck				
3	Hourly rate, additional Journeyman Electrician	110.93	85.89	95.44	97.50
4	Overtime rate, additional Journeyman Electrician	76.44	66.38	62.64	62.00
5	Hourly rate, Working Forman w/fully equipped service truck	104.93	85.37	94.91	93.00
6	Overtime rate, Working Forman w/fully equipped service truck	87.47	79.66	66.00	72.00
7	Hourly rate, Journeyman Lineman	118.49	94.44	98.14	108.00
8	Overtime rate, Journeyman Lineman	86.14	65.12	85.94	72.00
9	Hourly rate, Outside Apprentice, Year 1	122.46	87.68	117.41	108.00
10	Overtime rate, Outside Apprentice, Year 1	55.06	24.53	30.43	30.00
11	Hourly rate, Outside Apprentice, Year 2	79.06	32.86	39.88	45.00
12	Overtime rate, Outside Apprentice, Year 2	56.52	28.56	32.88	40.00
13	Hourly rate, Outside Apprentice, Year 3	81.24	38.85	43.53	60.00
14	Overtime rate, Outside Apprentice, Year 3	57.99	49.96	44.04	45.00
15	Hourly rate, Outside Apprentice, Year 4	83.44	52.22	55.84	67.50
16	Overtime rate, Outside Apprentice, Year 4	61.67	44.61	49.70	50.00
17	Hourly rate, Outside Apprentice, Year 5	88.94	58.82	63.89	75.00
18	Overtime rate, Outside Apprentice, Year 5	65.37	49.24	55.40	60.00
19	Hourly rate, Lift Truck with 35 foot reach w/Operator	94.44	65.39	72.96	90.00
20	Overtime rate, Lift Truck with 35 foot reach w/Operator	150.65	90.54	85.00	85.00
21	Hourly rate, Lift Truck with 65 foot reach w/Operator	185.70	118.00	125.00	127.50
22	Overtime rate, Lift Truck with 65 foot reach w/Operator	175.50	108.00	115.00	90.00
23	Hourly rate, Lift Truck with 120 foot reach w/Operator	197.60	140.00	150.00	135.00
24	Overtime rate, Lift Truck with 120 foot reach w/Operator	215.75	108.00	340.00	100.00
		235.25	140.00	398.00	150.00

	ALPHA ENERGY AND ELECTRIC INC* (Jackson County), Kansas City, MO	INFINTE ENERGY CONSTRUCTION INC DBA PROGRESS ELECTRIC* (Jackson County), Grandview, MO	R.F. FISHER ELECTRIC CO, LLC (Wyandotte County), Kansas City, KS	MARK ONE ELECTRIC CO INC** (Jackson County), Kansas City,
NO	DESCRIPTION	HOURLY RATE	HOURLY RATE	HOURLY RATE
25	Hourly rate, Trencher w/Operator	170.00	127.00	90.00
26	Overtime rate, Trencher w/Operator	205.00	162.00	135.00
27	Hourly rate, Boom Crane w/Operator	215.00	340.00	100.00
28	Overtime rate, Boom Crane w/Operator	265.00	398.00	150.00
29	Hourly rate, Backhoe w/Operator	127.00	140.00	90.00
30	Overtime rate, Backhoe w/Operator	163.00	210.00	135.00
31	Hourly rate, Bobcat w/Operator	127.00	133.00	85.00
32	Overtime rate, Bobcat w/Operator	165.00	167.00	127.50
	SUB-TOTAL OF HOURLY RATES	4,110.48	4,063.17	2,840.00
33	Percentage mark-up, subs or additional services not listed above	10%	10%	12%
34	Percentage discount off manufacturer's list pricing for materials	10%	10%	30%
* MBE				
** WBE				

Memorandum

To: Teddy Ballard, Purchasing Dept
From: JD Ingram, Superintendent of Park Operations
Sub: Electrical Service Bid 43-11
Date: 08/02/01

We are recommending Mark One as the lowest best bid based on the items we will utilize.

Item #	Progressive	RF Fisher	Mark One
1	\$69.39	\$64.14	\$65.00
3	\$66.38	\$62.64	\$62.00
21	\$108.00	\$115.00	\$90.00
25	\$101.00	\$127.00	\$90.00
29	\$108.00	\$140.00	\$90.00
31	\$92.00	\$133.00	\$85.00
Totals	\$544.77	\$641.78	\$482.00



FACILITIES MANAGEMENT
JACKSON COUNTY COURTHOUSE

415 E. 12TH STREET
ROOM 3M
KANSAS CITY, MO 64106

816-881-3258
FAX 816-881-3850

M E M O

TO: Teddy Ballard, Senior Buyer
FROM: Craig Mosher, Facility Management Administrator
DATE: 08/02/2011
RE: 43-11 Electrical Service

Public Works: Facility Management recommends R.F. Fisher Electric Co. LLC be awarded the contract for Electrical Service.

Although 32 service items are detailed in the Recap of Invitation to Bid No 43-11 Electrical Service, Public Works: Facility Management anticipates using only one of these services. The cost for this service, "Journeyman Electrician w/fully equipped service truck", is the lowest with R.F. Fisher Electric Co. LLC

R.F. Fisher has completed many projects with the Circuit Court. The company has experience with our facility and the technicians are responsive and knowledgeable. Public Works: Facility Management is familiar with the quality of workmanship the company provides.

Memorandum

To: Teddy Ballard, Purchasing Dept
From: JD Ingram, Superintendent of Park Operations
Sub: Electrical Service Bid 43-11
Date: 08/02/01

We are recommending Mark One as the lowest best bid based on the items we will utilize.

Item #	Progressive	RF Fisher	Mark One
1	\$69.39	\$64.14	\$65.00
3	\$66.38	\$62.64	\$62.00
21	\$108.00	\$115.00	\$90.00
25	\$101.00	\$127.00	\$90.00
29	\$108.00	\$140.00	\$90.00
31	\$92.00	\$133.00	\$85.00
Totals	\$544.77	\$641.78	\$482.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of temporary inmate housing for use by the Department of Corrections, to the Johnson County, Missouri Sheriff's Office of Centerview, MO, as an acquisition from another governmental entity, and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$4,720.00, to the Johnson County, Missouri Sheriff's Office, as payment for these services previously rendered.

RESOLUTION NO. 19244, August 29, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for temporary inmate housing to accommodate certain situations in which an inmate may need off-site housing; and,

WHEREAS, after evaluating housing options throughout the area, the Director of the Department of Corrections recommends an agreement with the Johnson County, Missouri Sheriff's Office for the furnishing of these services; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends that the award of a twelve-month term and supply contract, with one twelve-month option to extend, be made to Johnson County, Missouri Sheriff's Office of Centerview, MO for the furnishing of temporary inmate housing as an acquisition from another government entity; and,

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

WHEREAS, the Johnson County, Missouri Sheriff's Office has provided these services to the Department of Corrections and the Department has incurred a bill in the amount of \$4,720.00; and,

WHEREAS, the Director of Finance and Purchasing requests the authorization to issue a check to the Johnson County, Missouri Sheriff's Office in the amount of \$4,720.00 for payment of these services previously rendered; now therefore,

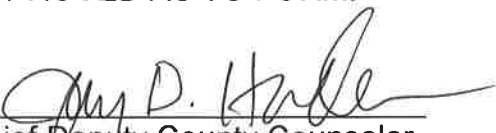
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the County Executive be and is hereby authorized to execute the attached Agreement for Detention Services with the Johnson County, Missouri Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the Agreement and extension thereto, to the extent that sufficient appropriations to the using agency are contained in the then current County budget; and,

BE IT FURTHER RESOLVED that the Director is authorized to issue a check in the amount of \$4,720.00 to the Johnson County, Missouri Sheriff's Office, for payment of services previously rendered.

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.19244 of August 29, 2016, was duly passed on _____, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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


Date


Chief Financial Officer

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between Jackson County, Missouri (hereinafter called "Jackson County") and Johnson County Sheriff's Office (hereinafter called "Contractor").

WHEREAS, Jackson County requires services for the housing of prisoners on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the County and the Contractor agree as follows:

SECTION 1

Contractor agrees to furnish secure facilities and personnel twenty four (24) hours a day, seven (7) days a week for confinement of both male and female Jackson County prisoners being held from who are pretrial or serving county time as imposed by a circuit court judge.

A. All facilities shall meet the following requirements:

1. Facility must be secured for the prevention of escape and confinement of prisoners at all times.
2. The facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
3. The facility shall meet the requirements of the ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by Jackson County.

B. All facilities must be operated in accordance with the following requirements:

1. All operations shall comply with ACA (American Corrections Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by Jackson County. Policies, where required, shall be available for review by Jackson County.
2. Contractor shall not allow employees with prior felony convictions or non-traffic related misdemeanor convictions to have direct contact with or supervision of Jackson County prisoners.

3. Programs, activities and services shall be provided equally to male and female prisoners.
4. Contractor shall be responsible for transporting prisoners from Jackson County to the detention facility and other destinations (court, medical, and dental treatment), as required. The cost associated with the transporting of prisoners will be as a cost of \$20.00 per round trip, however, when multiple prisoners from the contracted agency are transported, only one charge will be assessed for that trip. If Jackson County has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of \$20.00 will be assessed for that trip.

The Contractor will provide two pick-up or deliveries per day and those will be at 0800 hours and 2000 hours unless an agreement is made between Jackson County and the Contractor. If additional pickup and deliveries are requested by Jackson County, it is understood the \$20.00 round trip charge will apply.

The Contractor has the rights to cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make said delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.

Paperwork associated with the pickup and delivery of the Jackson County prisoners MUST be received by the Contractor by 0500 hours for the morning transport and 1800 hours for the evening transport. This is necessary to maintain consistency within the process.

Prisoners shall be picked up daily from Jackson County's facility for transfer to Contractor's facility. When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone). The transport vehicle must be equipped with working heat and air conditioning in the prisoner compartment. The Contractor may charge Jackson County a total of twenty dollars (\$20.00) per round trip from the Contractor's facility to pick up or to deliver the prisoner back to Jackson County's Facility or their respective Courts. This \$20.00 fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed. Jackson County agrees it will contact Contractor if it is sending a Prisoner which will require segregation or isolation in advance to determine if space is available for that prisoner.

5. Only essential personal or medical property taken from a prisoner by the Jackson County Detention Center will be released to the Contractor personnel in a

property bag after the contents are verified. The property will be in a bag that will then be sealed and a copy of the Jackson County Detention Center property slip attached. All other property belonging to the prisoner will be stored by the Jackson County Detention Center to be released to an agreed upon person or stored until the prisoner is returned to their facility for final disposition.

6. All prisoners shall be provided an onsite health care professional for non-emergency health care needs at no cost to Jackson County. Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, contractor will contact Jackson County's Detention Center and notify the on-duty staff of the nature of the illness/injury. Emergency treatment may be authorized by the Contractor; however, Jackson County may not accept responsibility for the associated cost. Should Jackson County not accept responsibility for the associated cost of emergency treatment, Contractor may return prisoner to Jackson County immediately so that Jackson County will house the prisoner. Prisoners are personally responsible for any routine medicine, medical or dental expenses. Medications shall not be purchased for more than seven (7) days at a time. Jackson County agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24 hour around the clock medical care.
7. All prisoners are to be released through Jackson County's Detention Center. When a prisoner has reached the day prior to his/her scheduled release date, Contractor will transport him/her to Jackson County's Detention Center. Prisoners who have had their fine or bond posted will also be transported back to the Jackson County Detention Center for release.

Whenever a prisoner has reached his or hers release date, they will, without exception be returned to the Jackson County Detention Center.

This procedure will be followed regardless of any warrant that is outstanding from another agency. The prisoner will be taken back to the Jackson County Detention Center and will be released to them. It will be Jackson County's responsibility to contact the Agency which has the outstanding warrant for the subject.

Contractor shall provide the following reports, in writing:

- a. Incidents involving any Jackson County prisoner, whether as victim or suspect, shall be immediately reported to Jackson County with a copy to the Detention Administrator. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal

property, escape, or attempted escape or conduct that results in loss of prisoner privileges.

- b. A detailed report for housing, medical services, dental and medicine will be submitted to the Jackson County Director of Corrections or his designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.
- c. Jackson County reserves the right to make unscheduled visits at the Contractor's facility and full access will be required at that time or the Agreement may be canceled.

SECTION 2

The Contractor agrees to guarantee Jackson County a total of twenty-five (25) beds per day for their prisoners. This does not prohibit the Contractor from exceeding that amount provided there are vacant beds available at the time additional housing is requested by Jackson County. If at any time the Contractor is housing prisoners for Jackson County in excess of the guaranteed fifty-five prisoners, and it becomes necessary, due to other contractual commitments to other agencies or in an emergency situation, Jackson County will be required to make arrangements to house their prisoners, over the guaranteed limit, at another facility or returned them back to Jackson County for disposition. The parties understand that Jackson County is only obligated to pay for bed-days actually used.

Jackson County agrees to pay Contractor for the housing of both male and female prisoners for the agreed sum of \$40.00 per day. The fee of \$40.00 only pertains to the housing of the prisoners and does not include the transportation fees associated with the transporting of said prisoners to the required locations such as to and from Jackson County, Contractor's facility, and Court.

SECTION 3

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Jackson County and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order.

SECTION 4

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, Jackson County and Contractor agree to allocate and limit such liabilities in accordance with this Section.

The Contractor agrees to indemnify and hold harmless Jackson County, its agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

Contractor shall indemnify Jackson County against legal liability for damages arising out of claims by Contractor's employees.

Contractor shall have no obligation to defend, indemnify, or hold harmless Jackson County or any Jackson County officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a Jackson County official or employee.

SECTION 5

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- C. General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish Jackson County certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Jackson County. All subcontractors shall be required to include Jackson County and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify Jackson County and Contractor to the same extent.

SECTION 6

Jackson County may terminate or suspend performance of this Agreement at Jackson County's convenience upon sixty (60) days' written notice to Contractor.

Contractor shall terminate or suspend performance of the services on a schedule acceptable to Jackson County. If termination or suspension is for Jackson County's convenience, Jackson County shall pay Contractor for all the services performed until the date of the termination by Jackson County or suspension expenses. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, Jackson County shall have the right to terminate this contract immediately upon written notice to Contractor.

If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 7

A waiver by either Jackson County or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 8

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 9

Jackson County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 10

Neither Jackson County nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 11

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Jackson County and Contractor.

SECTION 12

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 13

Contractor agrees that Jackson County, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 14

This contract shall be effective as of September 1, 2016, and extend until August 31, 2017. Jackson County may exercise an option to renew the contract/agreement for a period of one year. Jackson County will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the contract period. The parties may renegotiate all pricing prior to the expiration date of the contract period. No option shall be renewed without a separate agreement setting forth pricing for the option period.

SECTION 15

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment,

applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Jackson County may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by Jackson County, the Contractor may request the Centered States to enter into such litigation to protect the interest of the Centered States.

SECTION 16

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 17

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Johnson County Sheriff's Office
278 SW 871
Centerview, MO 64019

JACKSON COUNTY:

Joseph Piccinini, Director of Corrections
Jackson County Detention Center
1300 Cherry Street
Kansas City, MO 64106

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Jackson County.

SECTION 18

Jackson County and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 19

This Agreement represents the entire agreement between Jackson County and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any

dispute resolving any provision of this Agreement shall be resolved by binding arbitration. The arbitrator shall be a retired Circuit or Associate Circuit Judge of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 20

The following Sections shall survive the expiration or termination of this Agreement for any reason: 2, 4, 7, 8, 10, 11, 12, 13, 19 and 20.

IN WITNESS WHEREOF, Jackson County and Contractor, by and through their authorized officers, have made and executed this Agreement.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____
W. Stephen Nixon
Jackson County Counselor

By _____
Frank White, Jr.
Jackson County Executive

ATTEST:

By _____
Mary Jo Spino
Clerk of the Legislature

Date: _____

APPROVED AS TO FORM:

JOHNSON COUNTY SHERIFF'S
OFFICE

By _____
Prosecuting Attorney

By _____
Johnson County, Missouri

ATTEST:

By _____
Presiding Commissioner

By _____
Johnson County Clerk

Date: _____

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

Date

Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19244

Sponsor(s): Jordan

Date: August 29, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract, with One Twelve Month Option to Extend for the furnishing of Temporary Inmate Housing for use by the Department of Corrections to the Johnson County, Missouri Sheriff's Office, Centerview, Missouri as an Acquisition from Other Government; and approving the payment of \$4,720.00 to Johnson County, Missouri for services from February, 2016 to August, 2016.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$4,720.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$4,720.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$4,720.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 008-2701-56790 Anti-Drug Fund, Corrections, Other Contractual Services</td><td>\$4,720.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Department of Corrections Estimated Use: \$380,000.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$4,720.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$4,720.00	Amount budgeted for this item * (including transfers):	\$4,720.00	Source of funding (name of fund) and account code number: 008-2701-56790 Anti-Drug Fund, Corrections, Other Contractual Services	\$4,720.00
Amount authorized by this legislation this fiscal year:	\$4,720.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$4,720.00										
Amount budgeted for this item * (including transfers):	\$4,720.00										
Source of funding (name of fund) and account code number: 008-2701-56790 Anti-Drug Fund, Corrections, Other Contractual Services	\$4,720.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Department of Corrections has a need for Temporary Inmate Housing and would like to enter into a Twelve Month Term and Supply Contract with the Johnson County, Missouri Sheriff's Office, Centerview, Missouri for these services on an "as needed" basis.</p> <p>Pursuant to Section 1030.2 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract, with One Twelve Month Option to Extend for Temporary Inmate Housing for the Department of Corrections to the Johnson County, Missouri Sheriff's Office as an Acquisition from Other Government.</p> <p>The Director of Finance and Purchasing also requests approval of the payment of \$4,720.00 to Johnson County, Missouri for services from February 2016 to August 2016.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
ATTACHMENTS	<p>Memorandums from Ms. Laura Scott of the Department of Corrections and the proposed Agreement with the Johnson County, Missouri Sheriff's Office</p>										

REVIEW	Department Director:	<i>Pat Picum</i>	Date:	<i>8-18-16</i>
	Finance (Budget Approval): <i>If applicable</i>	<i>[Signature]</i>	Date:	<i>8/22/16</i>
	Division Manager:	<i>Mary Jo Brown</i>	Date:	<i>8/25/16</i>
	County Counselor's Office:		Date:	

0Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

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

This expenditure was included in the Annual Budget.

RES # 19244

Budgeting 8/22/16

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Joseph Piccinini, Director
Date: 8/15/16
From: L.J. Scott, Asst Director of Administration
Subject: Agreement for Detention Services – Johnson County, Missouri

In February, 2016 the Prosecuting Attorney's office notified the Director that there was a significant concern regarding the safety and well being of an inmate if he remained housed in the Jackson County Detention Center. The Director contacted other County facilities adjacent to Jackson County, and subsequently had this inmate transported to Johnson County, MO for housing.

I was unaware that Jackson County Corrections would be charged for this housing until, after the inmate's release from Johnson County, an invoice was received at the end of June. At this time, I began working with the County Counselor's office, a draft/sample contract was sent from Johnson County, and we just recently completed and agreed to the terms of the contract.

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Joseph Piccinini, Director
Date: 7/15/16
From: L.J. Scott, Asst Director of Administration
Subject: Agreement for Detention Services

It has become necessary to accommodate the need for off site housing and transportation for Jackson County Department of Corrections (JCDC) inmates, for the reasons cited below:

- Separation of defendants
- Prosecutorial or Defense requirement for off site housing
- Facility overcrowding
- Mass arrest
- Disaster planning

In light of this, other facilities surrounding the Greater Kansas City area were contacted and toured. An agreement for Detention Services with the Johnson County, Missouri Sheriff's Department at 278 SW 871, Centerview, MO 64019 appears to be the most convenient, the lowest cost and best accommodation for off site housing. In addition, the Johnson County Sheriff's Department will transport to and from the facility for JCDC inmates.

Johnson County is able to offer up to 55 beds on a daily basis, at the cost of \$40 per day and \$20 for round trip transportation, however JCDC is not obliged to fill all of these beds, or to pay for unused beds, but only for the bed space and transportation actually utilized.

This Agreement will accommodate a real and current need, as well as insuring accommodations for unplanned situations.