

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing Schedules I through Schedule XII, Chapter 52, Jackson County Code, 1984, relating to the traffic code, and enacting, in lieu thereof, twelve new schedules relating to the same subject.

ORDINANCE NO. 4956, January 30, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Director of the Public Works Department has recommended an update to the Traffic Code; and,

WHEREAS, said adjustments, as reflected in the attached Schedule I through Schedule XII, are in the best interests of the citizens of the County; now therefore,

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

Section A. Enacting Clause. Schedule I, Schedule II, Schedule III, Schedule IV, Schedule V, Schedule VI, Schedule VII, Schedule VIII, Schedule IX, Schedule X, Schedule XI, and Schedule XII, Chapter 52, Jackson County Code, 1984, are hereby repealed and twelve new schedules enacted in lieu thereof, to be known as Schedule I, Schedule II, Schedule III, Schedule IV, Schedule V, Schedule VI, Schedule VII, Schedule VIII, Schedule IX, Schedule X, Schedule XI, and Schedule XII, to read as follows:

SCHEDULES - TRAFFIC CODE - CHAPTER 52

JACKSON COUNTY TRAFFIC CODE **SCHEDULE I** THROUGH HIGHWAYS

In accordance with the provisions of Section 5225.1 of this Code, the following highways are designated as through highways.

All state and federal routes within Jackson County

Atherton Road: Blue Mills Road to Adams Road

Atherton-Sibley Road: Meyers Road to Galvin Road

Blue Mills Road: U.S. Route 24 to Buckner-Tarsney Road

Buckner-Tarsney Road:
U.S. Route 50 to Grain Valley city limits
Buckner City limits to Blue Mills Road

Colbern Road:
Lee's Summit city limits to State maintenance West of Missouri Route 7
State maintenance East of Missouri Route 7 to Lake Lotawana city limits
Lake Lotawana city limits to Buckner-Tarsney Road
Buckner-Tarsney Road to Outer Belt Road (State Route F)

Lake City-Buckner Road: Buckner-Tarsney Road to U.S. Route 24

Lexington Road: Whitney Road to Bay Avenue
Bay Avenue from Lexington Road South to U.S. Route 24

Liggett Road: Woods Chapel Road to Blue Springs city limits

Milton Thompson Road: Langsford Road to Missouri Route 7

Pink Hill Road:
Blue Springs city limits to Buckner-Tarsney Road
Buckner-Tarsney Road to Outer Belt Road (State Route H)

R.D. Mize Road:
Blue Springs city limits to Grain Valley city limits
Buckner-Tarsney Road to Oak Grove city limits

Salem Drive in Salem East subdivision: U.S. Route 24 through entire subdivision

Shoshone Drive: U.S. Route 24 to Whitney Road

Smart Road: Lee's Summit city limits to Missouri Route 150

Twyman Road: Blue Mills Road to U.S. Route 24

Whitney Road: Independence city limits to Courtney-Atherton Road

Woods Chapel Road:
Lee's Summit city limits to Blue Springs city limits

18th Street North: Whitney Road to Salem Drive

Roads in Fleming Park

West Lake Road and Beach Road: West side of Lake Jacomo from Colbern Road to Leinweber

West Lake Road: West side of Lake Jacomo from Leinweber to North Boat basin

West Lake Road: West side of Lake Jacomo from North Boat basin to Woods Chapel Road

East Lake Road and Liggett Cove Road: East side of Lake Jacomo from Cyclone School road to Liggett Road

Rennau Road: from Woods Chapel Road to West Lake Road west side of Lake Jacomo

JACKSON COUNTY TRAFFIC CODE SCHEDULE II INTERSECTION STOPS

In accordance with the provisions of Section 5225.2 of this Code, traffic at the following intersections shall be required to stop when signs giving notice of that requirement are erected.

101st Street at Howard Road
101st Street at Windsor Drive
103rd Street at Howard Road
113th Street at Easley Drive
114th Street at Easley Drive
115th Street at Easley Drive
116th Street at Easley Drive

117th Street at Easley Drive
118th Street at Easley Drive
130th Street at Harris Road
130th Terrace at 130th Street (West Intersection)
130th Terrance at 130th Street (East Intersection)
135th Street at R.F. Gammon Road
137th Street at Green Ridge Road
137th Street at Harris Road
143rd Street at Whippoorwill Lane
14th Street Terrace at Geronimo Drive
14th Street Terrace at Shoshone Drive
150th Street at County Line Road
16th Street at Stark Avenue
16th Street at Vincil Avenue (East Intersection)
16th Street at Vincil Avenue (West Intersection)
16th Street Terrace Cul-de-Sac at 16th Street Terrace
16th Street Terrace North at Cherokee Street
16th Street Terrace North at Dover Street
16th Street Terrace North at Whitney Road
16th Street Terrace North at Whitney Road
16th Terrace at Vincil Avenue
16th Terrace at Vincil Avenue
17th Street Court at Cherokee Street
17th Street North at Whitney Road
17th Terrace at Stark Avenue
17th Terrace North at Viking Drive
18th Street at Laurel Avenue
18th Street North at Keenan Street
18th Street North and Vista Drive at Whitney Road
18th Street North at Salem Drive
18th Street Terrace North at Concord Road
18th Street Terrace North at Jennings Road
18th Street Terrace North at Salem Drive
18th Terrace North at 19th Street North
18th Terrace North at Vista Drive
19th Street Court at Salem Drive
19th Street North at Concord Road
19th Street North at Ponca Drive
19th Street North at Vista Drive and Vista Drive (Southbound) at 19th Street North
19th Street Terrace North at Salem Drive
19th Street Terrace North at Whitney Road
20th Street North at Ethan Lane
20th Street and 21st Street at Ashland Avenue

20th Street North at Colony Lane
20th Street North at York Street
20th Street Terrace North at Colony Lane
20th Street Terrace North at Grove Drive
20th Street Terrace North at Lazy Branch Road
20th Street Terrace North at Ponca Drive
21st Street at Television Place
21st Street North at Hines Road
21st Street North at Whitney Road
21st Terrace North at Ponca Drive
22nd Street Terrace North at Salem Drive
97th Street at Howard Road
99th Street at Howard Road
Adams Cemetery Road at Alley & Jackson Road
Adams Cemetery Road at Buckner-Tarsney Road
Adams Road at Atherton Road
Adams Road at Old Atherton Road
Adams Street at Mabel Avenue
Airport Road at Lake City-Buckner Road
Al Gossett (Northbound) at Lorenz Road
Alice Avenue at Sedweek Street
Allen Road at Buckner-Tarsney Road
Allen Road at Burnley Road
Alley & Jackson Road (Southbound) and Alley Road at Alley & Jackson Road
Alley & Jackson Road at Old 50 Hwy
Alley & Jackson Road at R. F. Gammon Road
Allison Road at Hostetter Road
Arapaho Court at 18th Street North
Argo Road at Dillingham Road
Argo Road at Owens School Road
Arnett Road at Major Road
Arnold Road at Brown Road
Ashland Avenue (Northbound) at 21st Street
Ashley Drive at 18th Street North
Atherton Road at Blue Mills Road (Yield for Eastbound traffic)
Atherton Road at Blue Mills Road (Yield for Westbound traffic)
Austerman Road at Washboard Road
Axline Road at Jim Owings Road
Barnes Road at Happy Hollow Road
Bay Avenue at 18th Street North
Bay Avenue at Lexington Road (4 way)
Beach Drive at Hillside Drive

Beach Road (Northbound) at Leinweber Road
Beach Road (southbound) and Cove 13 at Leinweber Road
Beach Road at Colbern Road
Beach Road at Rennau Drive
Bedford Road at 20th Terrace
Bedford Road at Salem Drive
Bellechasse Drive at Pink Hill Road
Benson Road at Gibson Road
Bettielle Court at Milton Thompson Avenue
Bilyou Road at Tapscott Road
Blue Avenue at Main Street
Blue Mills Road at Atherton Road (Yield for Westbound traffic)
Blue Valley Road (Eastbound) at Blue Valley Road
Blue Valley Road at Atherton-Sibley Road
Bob White Lane at Smart Road
Bogart Road at Atherton-Sibley Road
Bogart Road at Hunter Road
Bonehill Road at Borgman Road
Borgman Road at Steinhauser Road
Boswell Road at Outer Belt Extension
Boten Road at Cowherd Road
Boten Road at Cyclone School Road
Brown Road at Colbern Road
Brown Road at Hammond Road
Brown Road at Lone Jack-Lee's Summit Road
Browning Road at Ranson Road
Browning Road at Smart Road
Bryan Avenue at 17th Terrace
Buckner-Tarsney Road (Southbound) at Blue Mills Road
Burnley Road at Blue Mills Road
Bynum Road at Faulkenberry Road
Bynum Spur Road at Bynum Road
Campbell Road at Colbern Road
Campbell Road at Corn Road
Cave Road at Faulkenberry Road
Cherokee Street at 18th Street North
Cherokee Street at Lexington Road
Cherokee Street at Shoshone Drive
Chiles Road at Allen Road
Church Road at Hillside School Road
Church Road at Stillhouse Road
Churchill Street at 18th Street North
Cogswell Road at Schuster Road

Colbern Road (Eastbound) at Buckner Tarsney Road
Colbern Road (Westbound) at Buckner Tarsney Road
Colbern Road Extension at Sam Peterson Road
Colonial Drive at Pink Hill Road
Colony Court at Colony Lane
Colony Lane at Salem Drive
Concord Circle at Grove Drive
Concord Court at Lexington Road
Concord Drive at Ponca Drive
Concord Road at 18th Street North
Concord Road at Salem Drive
Cook Road at Moreland School Road
Corn Cemetery Road at Round Prairie Road
Corn Road at Colbern Road
Corn Road at Hammond Road
Corn Road at Nebgen Road
Corn Road Extension at Corn Road
Corn Road Extension at Gibson Road
Country Summit Court at Alley & Jackson Road
Country Summit Court at Alley & Jackson Road
Countryside Lane at Leanne Lane
County Line Road at Harris Road
Courtney-Atherton Road (Southbound) at Old Atherton Road
Courtney-Atherton Road (Westbound) at Curtis Road
Courtney-Atherton Road, Whitney Road at Union School Road
Cowherd Road at East Park Road
Crystal Aire Court at Crystal Aire Drive
Crystal Aire Drive at Slaughter Road
Cummins Road at Hillside School Road
Cummins Road at Stillhouse Road
Cyclone Lane at 92nd Street
Cyclone Lane at Colbern Road
Cyclone School Road at Colbern Road
Danell Lane at Major Road
Davidson Street at 19th Street Terrace North
Dillingham Road at Pink Hill Road
Douglas Road at Hoover Road and Allen Road
Dover Street at 18th Terrace North
Dover Street at Concord Road
Dover Street at Grove Drive
Dover Street at Lexington Road
Dover Street at Ponca Drive

Drinkwater Road at Brown Road
Duncan Road at Howell Road
Duncan Road at Sweeney Road and Seymour Road
Eagle Crest Drive at Easley Road
Easley Drive at Easley Road
Easley Road at Alley & Jackson Road
Easy Street at Tyer Road
Eckles Road at Blue Mills Road
Eckles Road at Hunter Road
Elsea Smith Road at Blue Mills Road
Enoch's Mills Road at Major Road
Ethan Lane at 18th Street North
Ethan Lane at Lexington Road
Fairfield Way at Buckner Tarsney Road
Farview Drive at 18th Street Terrace North
Farview Drive at 19th Street Terrace North
Farview Drive at 21st Street North
Fields Road at Pink Hill Road
Flynn Road at Owen School Road
Fricke Road at Morris Road
Fristoe Road at Buckner-Tarsney Road
Fristoe Road at Major Road
Frontage Road at Elsea Smith Road
Galvin Road at Atherton-Sibley Road
Galvin Road at Blue Mills Road
Gardner Road and Old Pink Hill Road at Pink Hill Road
Geronimo Drive at Lexington Road
Geronimo Drive at Shoshone Drive
Gibson Road and Hardsaw Road at Colbern Road
Gibson Road at Drinkwater Road
Gibson Road at Hammond Road (East Intersection)
Gibson Road at Hammond Road (West Intersection)
Grassy Ridge at Doris Neer Road
Green Ridge Drive at Timberlake Trail
Grove Circle at 20th Street Terrace North
Grove Circle at Grove Drive
Grove Court at Grove Drive
Grove Drive at Ponca Drive
Grove Drive at Salem Drive
Haines Road at Smart Road
Hamilton Road at County Line Road
Hamilton Road at Stringtown Road

Hammond Road and Webster Road at Buckner -Tarsney Road
Hammond Road at Spainhour Road
Happy Hollow Road at Koger Road
Hardsaw Road at Nebgen Road (East Intersection)
Hardsaw Road at Nebgen Road (West Intersection)
Hardsaw Road at R.D. Mize Road
Harris Potts Road at Buckner-Tarsney Road
Harris Road at Haines Road (Eastbound)
Harris Road at Haines Road (Westbound)
Hartford Court at Ponca Drive
Hartford Road at 18th Street North
Hartford Road at 18th Street Terrace North
Hartford Road at Concord Road
Hartford Road at Lexington Road
Hayes Avenue at 18th Street
Hedgecock Road at R. F. Gammon Road
Hedgecock Road at Stringtown Road
Hendricks Road at Hutt Road
Herring Road at Harris Road
Hertzog Lane at Howard Road
Hideaway Lane (Private Drive) at Alley & Jackson Road
Hillside Drive at Beach Drive
Hillside Drive at East Side Drive
Hillside Drive at Overhill Road
Hillside School Road at J.W. Cummins Road
Hines Road at 18th Street North
Holloway Road at Murphy School Road
Holly Road at Neil Chiles Road
Hoofed Amental Enclouser Road at East Park Road
Hostetter Road at Koger Road
Howard Road at Colbern Road
Howard Road at Milton Thompson Road
Howard Street at 130th Street
Howard Street at 130th Terrance
Howell Road at Pink Hill Road
Hudnall Road at Doris Neer Road
Hudnall Road at Mecklin School Road
Hudson Road at Hillside School Road
Hunt Road at Cline Road
Hunt Road at Faulkenberry Road
Hunter Road at Galvin Road (North Intersection)
Hunter Road at Galvin Road (South Intersection)

Hunter Road at Koger Road (North Intersection)
Hunter Road at Koger Road (South Intersection)
Inderweissen Road at 65th Street
Jacob Lane (East Intersection) at Colbern Road
Jacob Lane (West Intersection) at Colbern Road
Jacombe Beach (South Drive) at Beach Road
Jacombe Campground Road (Eastbound) at Beach Road
Jacombe Dam Parking Lots at Liggett Road
Jacombe Ridge Court at Jacombe Ridge Drive
Jacombe Ridge Drive at Jasper Bell Road
Jasper Bell Road at Cowherd Road
Jenkins Road at Corn Road
Jenkins Road at Hardsaw Road
Jennings Road (Southbound) at 18th Street North
Jim Owings Road at Lefholz Road
Johnson Road at Reber Road
Juray Road at Atherton-Sibley Road
Juray Road at Koger Road
Keenan Street at 18th Street North
Kendall Road at 18th Street North
Kennedy Road at Stringtown Road
Ketterman Road at Old Pink Hill Road
Ketterman Road at Pink Hill Road (East Intersection)
Ketterman Road at Pink Hill Road (West Intersection)
Keystone Drive at Colbern Road
Kiefer Road at Koger Road
Kirby Road at Pink Hill Road
Knorpp Road at County Line Road
Knorpp Road at Stringtown Road
Koger Road at Atherton-Sibley Road
Koger Road at Blue Mills Road
Koger Road at Kiefer Road
Lambert Drive at 88th Street
Landsford Cutoff at Milton Thompson Road
Landsford Road at Milton Thompson Road
Langsford Cutoff at Langsford Road
Laurel Avenue (Northbound) at 19th Street
Laurel Avenue at 19th Street
Lawnwood Court at Howard Road
Lazy Branch Road at 18th Street North (East Intersection)
Lazy Branch Road at 18th Street North (West Intersection)
Lazy Branch Road at Colony Lane
Lazy Branch Road at Lexington Road

Lazy Branch Road at Salem Drive (North Intersection)
Lazy Branch Road at Salem Drive (South Intersection)
Leanne Lane at Countryside Road
Lentz Road at Blue Mills Road
Leo E. Koehler Maintenance Facility (East Entrance) at Old 40 Hwy
Leo E. Koehler Maintenance Facility (West Entrance) at Old 40 Hwy
Lexington Road at Whitney Road
Liggett Cove Road at Jasper Bell Road
Liggett Cove Road at Liggett Road
Liggett Road (Eastbound turn) at Moreland School Road
Liggett Road (Northbound) at Moreland School Road
Liggett Road (Southbound turn) at Liggett Road
Liggett Road at Woods Chapel Road
Litchford Road at Colbern Road
Little Road (Westbound) at Sunny Nook School Road
Little Road at Borgman Road
Lochkirk Drive at 88th Street (East Intersection)
Lochkirk Drive at 88th Street (West Intersection)
Lochkirk Drive at Cowherd Road
Lochkirk Drive at Cyclone School Road
Lone Jack-Lee's Summit Road at Alley & Jackson Road
Lone Jack-Lee's Summit Road at Buckner-Tarsney Road
Lookout Drive at Sunrise Drive and Bluff Street
Lookout Drive at Sunset Drive
Lynchburg Place North at Bay Avenue
Lynchburg Place North at Salem Drive
Mabel Avenue at Main Street
Mabry Road at Holly Road
Main Street at Myers Road
Major Road and Nebgen Road at Buckner-Tarsney Road
Manasseh Street at Borgman Road
Manor Court at Bay Avenue
Manor Drive at Manor Circle
Manor Drive at Manor Circle and Manor Circle (Southbound) at Manor Drive
Manor Drive at Manor Court
Manor Drive at Manor Court
Mason School Road at Shrout Road
McKinnley Avenue at 17th Terrace
McQuerry Road (Eastbound) at Lefholz Road
McQuerry Road (Westbound) at Lefholz Road
Meadow Lark Road at Pratt Road
Mesker Road at Corn Cemetery Road

Mesker Road at J. W. Cummins Road
Middleton Road at 97th Street
Middleton Road at Colbern Road
Miller Drive at Blue Mills Road
Miller Road at Casey Road
Miller Road at County Line Road
Minter Road and Arnett Road at Ryan Road
Missouri Town Road at East Park Road
Moreland School Road at Arnett Road
Morris Road at Round Prairie Road
Morris Road at White Road
Munro Road at Cline Road
Munro Road at Colbern Road
Murphy Road (Eastbound) at Little Road
Myers Road at Curtis Road
Nebgen Road at Stillhouse Road
Noel Road at Lone Jack-Lee's Summit Road
North Lake Drive at Buckner-Tarsney Road
Oak Hill School Road at Buckner-Tarsney Road
Oak Hill School Road at Nebgen Road
Oakmont Drive at Colonial Drive
O'Donnell Road at Reber Road
Old Adams Cemetery Road at Adams Cemetery Road
Old Atherton Road (Northbound) at Courtney-Atherton Road
Old Atherton Road (Southbound) at Union School Road
Old Atherton Road at Atherton Road (North Intersection)
Old Atherton Road at Atherton Road (South Intersection)
Old Atherton Road at Atherton-Sibley Road and Myers Road
Old Atherton Road at Blue Mills Road
Old Atherton Road at Mabel Avenue
Old Blue Mills Road at Blue Mills Road (East Intersection)
Old Blue Mills Road at Blue Mills Road (West Intersection)
Old Cyclone School Road at Cyclone School Road
Old Lexington Road at Blue Mills Road
Old Lexington Road at Holly Road
Old Major Road at Major Road
Old Major Road Enoch's Mill Road
Old Pink Hill Road at Pink Hill Road
Old Pink Hill Road at Slaughter Road
Old Twyman Road at Twyman Road (North Intersection)
Old Twyman Road at Twyman Road (South Intersection)
Osage Trail at Lexington Road
Osage Trail at Shoshone Drive

Outer Belt Extension at County Line Road
Overhill Drive at Sunrise Drive
Owens School Road at Pink Hill Road
Park Avenue at Colony Lane
Park Avenue at Lazy Branch Road
Park Lane at Beach Drive
Perdue Road at Alley Road
Perdue Road at Colbern Road
Perrin Road at Blue Mills Road
Perrin Road at Happy Hollow Road
Perry Spur at Perry Road
Pinehurst Lane at Colonial Drive
Pleasant Street at Adams Street
Pleasant Street at Hifner Street
Pleasant Street at Main
Plymouth Court at Plymouth Road
Plymouth Drive at 18th Street North
Plymouth Drive at York Street
Poindexter Road at Pratt Road
Poindexter Road at Smart Road
Ponca Court at Ponca Drive
Ponca Drive at 18th Street North
Ponca Drive at Lexington Road
Ponca Drive at Salem Drive
Ponca Drive at Shoshone Drive
Porter Road in Duncan Road
Prall Road at Buckner-Tarsney Road
Pratt Road at Meadow Lark Road
Pratt Road at Poindexter Road
Quail Ridge Road at Pratt Road
Quarry Road at SW 24th Street
R. D. Mize Road at Buckner-Tarsney Road
R.F. Gammon Road at Old 50 Hwy
R.F. Gammon Road at Stringtown Road
Rankins Road at Colbern Road
Reber Road at Buckner-Tarsney Road
Reber Road at Schuster Road
Redwood Drive at 19th Terrace North (East)
Redwood Drive at 19th Terrace North (West)
Redwood Drive at 21st St. North
Renneau Drive at West Park Road and Beach Road
Reynolds Road at Atherton-Sibley Road

Riner Road at Roy Harra Road
Ripperger Road at Schuster Road
Ripperger Road at Stock Road
Rock Lane at Tarsney Road
Rogers Road (Westbound) at Douglas Road
Rogers Road at Elsea Smith Road
Roxsbury Lane at Colony Lane
Roxsbury Lane at Lazy Branch Road
Russell Road at Corn Road (North)
Russell Road at Corn Road (South)
Rust Road (Southbound) at Duncan Road
Rust Road at Pink Hill Road
Rustic Circle at Rust Road
Ryan Road (Northbound) at 65th Street and Ryan Road
Ryan Road (Westbound) at Buckner-Tarsney Road
Ryan Road at Hardsaw Road
Ryan Road at Stillhouse Road
Salem Court at Salem Drive
Sam Moore Road at Boswell Road
Sam Peterson Road at J. W. Cummins Road
Schoonover Road at Gibson Road
Schoonover Road at Rankins Road
Seminole Drive at Lexington Road
Seminole Drive at Shoshone Drive
Shadybrook Lane at 99th Street
Shelter 1 at Liggett Road
Shelter A Road at Woods Chapel Road
Shepherd Road at R.D. Mize Road
Shippy Road at Moreland School Road
Shippy Road at Ryan Road
Shoshone Court at Shoshone Drive
Shoshone Drive at Whitney Road
Slaughter Road at Argo Road
Slaughter Road at Pink Hill Road
Snow Road at Helmig Road
South Lake Shore Drive at Colbern Road
Spainhour Road at Snow Road and Faulkenberry Road
Spencer Road at Corn Road
Spencer Road at Hardsaw Road
Spring Avenue at 20th Street
Spring Avenue at 21st Street
Standfast Road at Colbern Road

Stark Avenue at Blue Ridge Boulevard (Northbound from Truman Road)
Stark Avenue at Blue Ridge Boulevard (Southbound from Truman Road)
Stark Avenue at Blue Ridge Boulevard (Southbound)
Stillhouse Road (Northbound) at J. W. Cummins Road
Stillhouse Road at Colbern Road
Stillhouse Road at R.D. Mize Road
Stoenner Road at Holly Road
Stonehaus Drive at 101st Street
Stony Point Road at Stony Point School Road
Stony Point School Road at Arnett Road
Stony Point School Road at Buckner -Tarsney Road
Strewe Road at Bone Hill Road
Summit Drive at East Side Drive
Summit Drive at Lookout Drive
Summit Drive at Overhill Drive
Sundown Valley Road at Hanna Road
Sunfield Road at Major Road
Sunny Nook School Road (Westbound) at Roy Harra Road
Sunny Nook School Road at Airport Road
Sunny Nook School Road at Neil Chiles Road
Sunrise Drive at East Side Drive / Green Forest Way
Sunset Drive (Northbound) at Overhill Drive
Sunset Drive (Southbound) at Overhill Drive
Sunset Drive at Bluff Street
Sunset Drive at East Side Drive
Sweeney Road at Pink Hill Road
Tapscott Road at Cline Road
Tarsney Road at Beach Road
Tarsney Road at Buckner-Tarsney Road
Taylor Road at Moreland School Road
Taylor Road at Ryan Road
Television Place (southbound) at 21st Street
Timber Lake Drive at Haines Road
Timber Lake Drive at Smart Road
Timber Lake Trail at Haines Road
Timber Lake Trail at Smart Road
Timber Meadows Court at Timber Meadows Drive
Timber Meadows Drive (Northbound) at Colbern Road
Timber Meadows Drive (Northbound) at Colbern Road
Timber Meadows Drive (Southbound) at Colbern Road
Tonya Street at Pink Hill Road
Tucker Road at R.F. Gammon Road

Twiehaus Road and Schuster Road (Southbound) at Schuster Road
Twiehaus Road at Johnson Road
Twyman Road at Blue Mills Road
Tyer Road (Westbound) at Tyer Road
Tyer Road at Duncan Road
Union School Road (Soundbound) at Yocum Road
Valor Drive (Private Drive) at Slaughter Road
Viking Drive at 18th Street North
Washboard Road at Bonehill Road
Washington Street at Adams Street
Washington Street at Hifner Street
Washington Street at Main Street
West Park Road at Marina Road
West Park Road at Woods Chapel Road
Westchester Court at Colonial Drive
Whipporwill Lane at Stringtown Road
Whitney Road at Vista Drive and 18th Street North
Wildflower Road at Langsford Road
Will Street at 16th Street
Windmillridge Lane at Alley & Jackson Road
Windsor Drive at Colbern Road
Wolf Road at Bonehill Road
Wood Road at Blue Mills Road
Wood Road at Hunter Road
Woodland Circle (Southbound) at Woodland Circle
Woodland Circle at Smart Road
Woodsbury at Colony Lane
Yocum Road at Blue Mills Road
York Street at Colony Lane
York Street at Salem Drive
Zumalt Road at Hunt Road

JACKSON COUNTY TRAFFIC CODE
SCHEDULE III
YIELD INTERSECTIONS

In accordance with Section 5225.3 of this Code, traffic at the following intersections shall be required to yield the right of way when signs giving notice of that requirement are erected.

21st Street at Television Place
130th Terrance at 130th Street (East Intersection)

137th Street at Green Ridge Road
137th Street at Harris Road
19th Street North at Vista Drive and Vista Drive (Southbound) at 19th Street North
Adams Road at Atherton Road
Al Gossett (Northbound) at Lorenz Road
Atherton Road at Blue Mills Road (Yield for Eastbound traffic)
Atherton Road at Blue Mills Road (Yield for Westbound traffic)
Austerman Road at Washboard Road
Beach Road (Northbound) at Leinweber Road
Blue Mills Road at Atherton Road (Yield for Westbound traffic)
Blue Valley Road at Atherton-Sibley Road
Country Summit Court at Alley & Jackson Road
Crystal Aire Court at Crystal Aire Drive
Harris Road at Haines Road (Eastbound)
Harris Road at Haines Road (Westbound)
Hoofed Animal Enclosure Road at East Park Road
Howard Street at 130th Street
Howard Street at 130th Terrance
Jacombe Beach (South Drive) at Beach Road
Jacombe Campground Road (Eastbound) at Beach Road
Jacombe Ridge Court at Jacombe Ridge Drive
Liggett Road (Eastbound turn) at Moreland School Road
Liggett Road (Southbound turn) at Liggett Road
Lochkirk Drive at 88th Street (East Intersection)
Lochkirk Drive at 88th Street (West Intersection)
Manasseh Street at Borgman Road
Manor Drive at Manor Circle
Manor Drive at Manor Court
Meadow Lark Road at Pratt Road
Murphy Road (Eastbound) at Little Road
Pratt Road at Poindexter Road
Quail Ridge Road at Pratt Road
Quarry Road at SW 24th Street
Ryan Road at Hardsaw Road
Stark Avenue at Blue Ridge Boulevard (Southbound)
Whitney Road at Vista Drive and 18th Street North
Woodland Circle (Southbound) at Woodland Circle

JACKSON COUNTY TRAFFIC CODE
SCHEDULE IV
SPECIAL SPEED LIMITS ON
COUNTY HIGHWAYS, ROADS, OR STREETS

In accordance with Section 5263. of this Code, the following maximum speed limits shall apply on the following highways when signs giving notice of that requirement are erected.

Speed Limits, 10 mph

Camp Ground Road: In Fleming Park: Starting 600 Feet from Beach Road
Wyndwood Drive: Mountain Drive to dead end in Tarsney Lakes

Speed Limits, 15 mph

North Boat Basin Road in Fleming Park

Speed Limits, 20 mph

20th Street: Ashland Avenue to Hazel Avenue in Blue Summit
62nd Street
65th Street
Chiles Road: 65th Street to 62nd Street
Inderweissen Road
Washboard Road: Austerman Road to Bone Hill Road

Speed Limits, 25 mph

Streets within any Jackson County Park, except where other limits are provided

Atherton: All streets including Main Street north of Blue Avenue to Meyers Road
Bellechasse subdivision, except part marked as Private
Blue Skyline Acres subdivision, except Whitney Road
Blue Summit area, except 20th Street between Ashland Avenue and Hazel Avenue
Breezy Meadows subdivision
Carriage Oaks subdivision, except part marked as Private
Crystal Aire subdivision
Currigan Lake subdivision
Cedar Lane Estates subdivision
Countryside West subdivision
Colborn & Cyclone Road Estates subdivision
Churchill Estates subdivision
Country Summit Estates subdivision
Eagle Crest Estates subdivision
Eagles Rest subdivision

Easley Estates
Elm Grove subdivision
Farview Heights subdivision
Fairview North subdivision
Forest Haven subdivision
Green Ridges Farms subdivision
Highland View subdivision
Highland's Ranch subdivision
Hill View Place subdivision
Jacomo Ridge Estates subdivision
Karr's Lakeview Addition subdivision
Lawnwood subdivision
Le Coteau subdivision
Lochkirk Subdivision, except Cyclone School Road South of Kochkirk Drive
Meadow Acres subdivision
New Salem subdivision
Osage Highland subdivision
Osage Manor subdivision
Osage Village North subdivision
Pink Hill Acres subdivision
Pink Hill Estates subdivision
Pioneer Acres subdivision
Quail Meadows subdivision
Rustic Acres
Salem East Subdivision, including Salem Drive
Sundown Valley subdivision
Stonehaus Farms subdivision
Stonehaus Farms South subdivision
Sunfield subdivision
Tarsney Lakes subdivision, except Wyndwood Drive
The Hideaway subdivision
Timber Meadows subdivision
Trophy Estates subdivision
Tyler Ridge subdivision
Whipoorwill Place subdivision
Wildflower subdivision
Windmill Ridge Estates subdivision, except part marked as Private
Windsor subdivision
Windsor at Selvey Farms subdivision
Windy Heights subdivision
Woodland Lake Estates

Adams Road

Blue Ridge Boulevard
Bay Avenue: U.S. Highway 24 to Lexington Road

Courtney Road

Courtney Atherton Road: Union School Road to Main Street in Atherton, except portion within City of Sugar Creek

Cummins Road: Stillhouse Road to Hillside School Road.

Enochs Mills Road

Hammond Road

Happy Hollow Road: Perrin Road to Twyman Road

Hardsaw Road: Colbern Road to Spencer Road

Harris Road: State Route 150 to County Line Road

Hillside School Road

Hostetter Road

Hunter Road: all West of Koger Road and East of Koger Road to Wood Road

J.W. Cummins Road: Stillhouse Road to Outer Belt Road (State Route F)

Lentz Road

Liggett Road: Moreland School Road to Blue Springs city limits

Miller Drive

Munro Road

Minter Road: except portions within Grain Valley city limits

Perrin Road

Perry Road

Perry Spur

Quarry Road

Rhinehard Road: U. S. 50 Highway to Kansas City city limits

R.D. Mize Road: Blue Springs City Limits to Barr Road

Renick Road

Sunny Nook School Road from Little Road to Roy Harra Road

Taylor Road

Timber Lake Drive in Timber Lake Estates subdivision

Twyman Road from Blue Mills Road to Happy Hollow Road

Tucker Road

Speed Limits, 30 mph

Old Atherton Road: Blue Mills Road to Union School Road

Timber Lake Trail in Timber Lake Estates subdivision

Union School Road: Whitney Road to Yocum Road
Whitney Road: Vista Drive to Courtney Atherton/Union School Road

Speed Limits, 35 mph

All roads maintained by County in unincorporated area unless otherwise posted

Speed Limits, 40 mph

Liggett Road: Woods Chapel Road to Moreland School Road

Nivens Road: Outer Belt Road (State Route F) to the Lafayette County Line

R.D. Mize Road: Buckner – Tarsney Road to Oak Grove City Limits

Speed Limits, 45 mph

Blue Mills Road: Independence city limits to 500 feet east of Elsea Smith Road, except 800 feet West of Twyman Road and 1200 feet East of Twyman Road

Buckner-Tarsney Road: Lake Lotawana city limits North of U. S. 50 Highway to Eagles Parkway/Old 40 Highway

Colbern Road: County Park Road to Outer Belt Road (State Route F), except parts in Lee's Summit, Blue Springs and Lake Lotawana city limits.

Lake City-Buckner Road: Buckner city limits to U.S. 24 Highway
Lake City-Buckner Road, Burnley to Buckner city limits

Langsford Road: Lee's Summit city limits west of Blackwell Road to Milton Thompson Road

Milton Thompson Road: Langsford Road to State Route 7, except part in Lake Lotawana
Pink Hill Road: Blue Springs city limits to Outer Belt Road (State Route H)

Renneau Drive: Woods Chapel Road to West Park Road
Twyman Road: U.S. Route 24 to Blue Mills Road

Woods Chapel Road: Lee's Summit city limits to Blue Springs city limits

Speed Limits, 50 mph

Atherton Road: Blue Mills Road to Adams Road

Blue Mills: 500 Feet east of Elsea Smith Road to Buckner-Tarsney Road

Buckner-Tarsney Road: Buckner city limits to Blue Mills Road

Smart Road: State Route Highway 150 to Lee's Summit city limits

Speed Limits, 55 mph

None

**JACKSON COUNTY TRAFFIC CODE
SCHEDULE V
SPEED LIMITS IN SCHOOL ZONE**

The maximum speed and the requirements set forth in Section 5264. of this code shall apply on the following highways whenever notice of those requirements is given by signs or flashing beacon signals.

On Blue Mills Road from five hundred (500) feet north of the north drive to five hundred (500) feet south of the south drive to Blue Hills Elementary School.

On Twyman Road from U.S. Route 24 Highway to five hundred (500) feet north of the north driveway entrance to Fort Osage High School.

On Whitney Road from one hundred fifty (150) feet south of Shoshone Drive to Independence city limits.

On Colbern Road from 500 feet west of the west drive to 500 feet east of the east drive of Mason Elementary School.

**JACKSON COUNTY TRAFFIC CODE
SCHEDULE VI
PARKING RESTRICTIONS**

In accordance with Section 5277.1 parking on the following roads shall be prohibited at all times if signs giving notice of that prohibition are erected.

U.S. 24 Highway at Twyman Road--from a point marked as the center line of the west bound on ramp of U.S. 24 Highway to a point 1500 ft. north of U.S. 24 Highway and on the west side of Twyman Road.

Lexington Road: north side of the road along Fire Station property

Lazy Branch Road: West side of road along Fire Station property

16th Street: between Marsh Avenue and Vincil Avenue

Alice Avenue: between Truman Road and 16th Street

Television Place: in Blue Summit Industrial Park

21st Street: between Spring Avenue and Television Place

Old 50 Highway: North side of Road at intersection of R F Gammon Road

R F Gammon Road: West side of road, south 200 feet from Old 50 Highway, and East side of road, south 350 feet from Old 50 Highway

Whippoorwill Lane: along temporary cul-de-sac at North end of road

FLEMING PARK:

Woods Chapel Road at Fleming Park--Land side of road from Liggett Road to a point 1500 feet in a southerly direction from said Liggett Road; Lake side of the road from Liggett Road to a point 300 feet in a southerly direction, from Liggett Road, and from a point 575 feet in a southerly direction, from said Liggett Road, to a point 1500 feet in a southerly direction from Liggett Road.

North Boat Basin Road at Fleming Park, South Side--from the Boat Launching Ramp in a westerly direction for 430 feet.

North Boat Dock Road at Fleming Park, East Side--from Boat Launching Ramp and running northerly 160 feet at Fleming Park.

North Boat Dock Road at Fleming Park, West Side--in a northerly direction from a point 290 feet north of Boat Launching Ramp to the East Parking Lot of the North Boat Basin a distance of 350 feet.

Liggett Road at Fleming Park--from east end of the Lake Dam westerly across the dam to the parking area located on the dam.

Liggett Road from just east of the administration driveway, to the east end of the bridge and which is also the west end of the parking area. Both sides of road.

Liggett Road from west end of dam, which is the east end of the parking area, east to the entrance to shelter number 1. Both sides of the road.

From a point 1500 feet southeast of the entrance of the overflow and organized camp ground on Lineweber Road through to a point 1800 feet northwest of the overflow and organized camp ground on Lineweber Road.

On Lake Road from the entrance to Shelter #12 to a point 1440 feet north.

From a point 300 feet south of the entrance of Shelter #9 on Lake Road through to a point 200 feet north of entrance of Shelter #6 and #7 on Lake Road.

From a point 1500 feet southeast of the entrance of the overflow and organized camp ground through to a point 20 feet south of the south entrance of the south boat dock.

LONGVIEW LAKE:

Longview Marina Area: Along the entire north (except where designated loading zone, manager, assistant manager and employee), south, west, and east sides of the Longview Marina area.

Roadway going to Longview Marina area, both sides of the road from Raytown Road to the south side of the Longview Marina area.

Mouse Creek Area: Along the entire west, south, and east sides of the Mouse Creek area. Roadway going to the Mouse Creek area: Both sides of the road from west side of the Mouse Creek area to a point 4,000 feet west.

BLUE SPRINGS LAKE:

Woods Chapel Road south of U.S. 40 Highway, from Blue Springs Lake entrance on west side, south across dam and bridge to Liggett Road.

Woods Chapel Road south of U.S. 40 Highway, from Blue Springs Lake entrance on east side of road, south across bridge and dam to Liggett Road.

**JACKSON COUNTY TRAFFIC CODE
SCHEDULE VII
CURB LOADING ZONES**

North Boat Dock Road--east side between a point 160 feet from the launching ramp in a northerly direction and a point 260 feet from the ramp in a northerly direction.

LONGVIEW LAKE:

North side of the Longview Marina area adjacent to the ramp about 100+ feet long where space is designated "Loading Zone."

JACKSON COUNTY TRAFFIC CODE
SCHEDULE VIII
PARKING RESTRICTIONS

In accordance with Sections 5277.2 and 5277.3 parking shall be limited as described in this schedule.

JACKSON COUNTY TRAFFIC CODE
SCHEDULE IX
ONE-WAY HIGHWAYS

In accordance with Section. 5221.12 of this Code, traffic movement shall be restricted to one way only on the following if signs giving notice of that restriction are erected.

North boat dock road starting at the north end of the boat launching area and in a northerly direction to the point where said road exits into the parking lot above the boat rental area.

LONGVIEW LAKE:

Mouse Creek Area: Roadway heading east in center aisle, and roadway heading west in the north and south aisles.

Roadways located on Longview Marina area as described below:

The west most aisle and the second aisle from the west and the second aisle from the east are all one-way headed south. The center aisle and the east most aisle are both one-way headed north.

JACKSON COUNTY TRAFFIC CODE
SCHEDULE X
TURNING MOVEMENTS

In accordance with Section 5221.11 of this Code, the following turning movements shall be restricted when signs giving notice of that restriction are erected.

NOT USED

JACKSON COUNTY TRAFFIC CODE
SCHEDULE XI
LIMITED ACCESS ROADS

In accordance with Section 5290. of this Code, the following are limited access roads:

Eaton Road, north from its intersection with Courtney-Atherton Road,
then west to the dead end.

Galvin Road, north from a point approximately one-half mile north of its intersection with
Atherton-Sibley Road, to the dead end.

Patton Road, north from its intersection with Atherton-Sibley Road, to the dead end.

Perry Road, south from its intersection with Truman Road, to the dead end.

JACKSON COUNTY TRAFFIC CODE
SCHEDULE XII
ROAD AND STREET NAME CHANGES

1. Karleen Street between Marsh Avenue and Vincil Avenue renamed to E. 16th Street.
2. Maud Avenue, Karleen Street, Elizabeth Street and Alice Avenue between Vincil Avenue and Stark Avenue renamed to E. 16th Street.
3. Peter Avenue between Alice Avenue and Vincil Avenue renamed to E. 16th Terrace.
4. 17th Street (including those portions that are unpaved and unused) renamed to E. 17th Terrace.
5. Alice Avenue between Vincil Avenue (including those portions that are unpaved and unused) to E. 16th Street renamed to McKinley Avenue.

Streets listed in paragraphs 1-5 above are as shown on the plats Stark Acres, The Crown, Pittsburg, and Subdivision of Lots 1, 2, 3, 4, 5, 6, Blue Summit, all subdivisions in Jackson County, Missouri.

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. 4956 introduced on January 30, 2017, was duly passed on _____, 2017 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 the Legislature

I hereby approve the attached Ordinance No. 4956.

Date

Frank White, Jr., County Executive

REQUEST FOR LEGISLATIVE ACTION


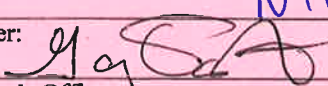
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4956

Sponsor(s): Greg Grounds

Date: January 30, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Approval of changes to the Traffic Code, Chapter 52, schedules I through XII.</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; FROM / TO</td><td>FROM ACCT TO ACCT</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 checked="" 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:	\$	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; FROM / TO	FROM ACCT TO ACCT
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Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Earl Newill P.E., Chief Engineer, 816 401-6401 cell</p>										
REQUEST SUMMARY	<p>Chapter 52 of the County Code pertains to Traffic control on County Roads. The code is updated from time to time to ensure changes in traffic controls measures are up to date in the code. The department of Public Works and Parks + Rec have completed a review of the chapter 52, and have made changes to update schedules I through XII. Examples of changes are deleting streets that have been annexed by a city, adding streets that have been built by developers and are now part of the county road system, correcting spelling errors, clarifying language at stop intersections, and other minor changes.</p> <p>Staff has prepared new schedules I through XII that incorporates those changes and is set up to totally replace the existing schedules I through XII.</p> <p>We request that an ordinance be prepared authorizing the deletion of the existing chapter 52, Traffic Code, Schedules I through XII and inserting the new chapter 52, Traffic Code, Schedule I through XII, attached to this RLA.</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	New Chapter 52, Traffic Code, Schedules I through XII, dated January 10, 2017.	
REVIEW	Department Director: 	Date: 1-18-2017
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:  NIV	Date: 1-19-17
	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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$109,750.00 from the undesignated fund balance of the 2017 Park Enterprise Fund to cover the costs of Christmas in the Sky and Christmas in the Park events for use by the Parks + Rec Department.

ORDINANCE NO. 4957, January 30, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has submitted a request for the appropriation of funds to cover the costs of the Christmas in the Sky and Christmas in the Park events; and,

WHEREAS, this year will mark the 30th anniversary of Christmas in the Park and the 21st anniversary of Christmas in the Sky; and,

WHEREAS, these annual events have become holiday traditions for area and have generated charitable donations to over 1,000 local non-profit organizations that staff the event; and,

WHEREAS, an appropriation is necessary to place the funds needed for these special events in the proper spending accounts; 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 made from the undesignated fund balance of the 2017 Park Enterprise Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Enterprise Fund Special Events			
300-2810	Undesignated Fund Balance	\$109,750	
300-1670	56080 – Other Professional Services	\$	700
300-1670	56230 – Printing	\$	500
300-1670	56670 – Rent, Misc.	\$	9,000
300-1670	56790 – Other Contractual Services	\$	57,100
300-1670	56793 – Catering Services	\$	900
300-1670	57160 – Food	\$	6,500
300-1670	57190 – Wearing Apparel	\$	2,600
300-1670	57230 – Other Operating Supplies	\$	9,750
300-1670	57340 – Paint	\$	500
300-1670	57350 – Lumber	\$	1,000
300-1670	57360 – Electrical Supplies	\$	21,200

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. 4957 introduced on January 30, 2017, was duly passed on _____, 2017 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. 4957.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 300 2810
ACCOUNT TITLE: Park Enterprise Fund
Undesignated Fund Balance
NOT TO EXCEED: \$109,750.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4957

Sponsor(s): Tony Miller

Date: January 30, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Funding for Christmas In The Sky and Christmas In The Park events.</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>\$109,750.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$109,750.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$0.00</td></tr><tr><td>Source of funding (name of fund) and account code number;</td><td></td></tr><tr><td>FROM:</td><td>FROM ACCT</td></tr><tr><td>Enterprise Fund- Undesignated Fund Balance - 300-2810</td><td>\$109,750.00</td></tr><tr><td>TO:</td><td>TO ACCT</td></tr><tr><td>Professional Services – 300-1670-56080</td><td>\$700.00</td></tr><tr><td>Printing – 300-1670-56230</td><td>\$500.00</td></tr><tr><td>Rent Misc. – 300-1670-56670</td><td>\$9,000.00</td></tr><tr><td>Other Contractual Services – 300-1670-56790</td><td>\$57,100.00</td></tr><tr><td>Catering Services – 300-1670-56793</td><td>\$900.00</td></tr><tr><td>Food – 300-1670-57160</td><td>\$6,500.00</td></tr><tr><td>Wearing Apparel – 300-1670-57190</td><td>2,600.00</td></tr><tr><td>Other Operating Supplies – 300-1670-57230</td><td>\$9,750.00</td></tr><tr><td>Paint – 300-1670-57340</td><td>\$500.00</td></tr><tr><td>Lumber – 300-1670-57350</td><td>\$1,000.00</td></tr><tr><td>Electrical Supplies – 300-1670-57360</td><td>\$21,200.00</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 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:	\$109,750.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$109,750.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number;		FROM:	FROM ACCT	Enterprise Fund- Undesignated Fund Balance - 300-2810	\$109,750.00	TO:	TO ACCT	Professional Services – 300-1670-56080	\$700.00	Printing – 300-1670-56230	\$500.00	Rent Misc. – 300-1670-56670	\$9,000.00	Other Contractual Services – 300-1670-56790	\$57,100.00	Catering Services – 300-1670-56793	\$900.00	Food – 300-1670-57160	\$6,500.00	Wearing Apparel – 300-1670-57190	2,600.00	Other Operating Supplies – 300-1670-57230	\$9,750.00	Paint – 300-1670-57340	\$500.00	Lumber – 300-1670-57350	\$1,000.00	Electrical Supplies – 300-1670-57360	\$21,200.00
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PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																																							
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Michele Newman, Director, (816) 503-4821</p>																																							
REQUEST SUMMARY	<p>2017 marks the 30th Anniversary of Christmas In The Park and the 21st Anniversary of Christmas In The Sky. These holiday celebrations represent Jackson County's premier, signature events which have become family</p>																																							

	<p>holiday traditions for over 200,000 people annually. These events have been Jackson County's Gift to the Community and we are proud to say that due to the generosity of the community, over \$1,000,000 has been donated benefitting over 1,000 local charities. Jackson County's Christmas In The Park is also recognized as one of the area's three most popular Holiday Happenings, along with the Plaza Lighting and the Mayor's Christmas Tree.</p> <p>The Parks + Rec Department is requesting that \$109,750.00 be appropriated from the Undesignated Fund Balance of the Parks Enterprise Fund to the following accounts:</p> <table border="1"> <thead> <tr> <th></th><th>FROM</th><th>TO</th></tr> </thead> <tbody> <tr> <td>Enterprise Fund- Undesignated Fund Balance - 300-2810</td><td>\$109,750.00</td><td></td></tr> <tr> <td>Professional Services – 300-1670-56080</td><td></td><td>\$700.00</td></tr> <tr> <td>Printing – 300-1670-56230</td><td></td><td>\$500.00</td></tr> <tr> <td>Rent Misc. – 300-1670-56670</td><td></td><td>\$9,000.00</td></tr> <tr> <td>Other Contractual Services – 300-1670-56790</td><td></td><td>\$57,100.00</td></tr> <tr> <td>Catering Services – 300-1670-56793</td><td></td><td>\$900.00</td></tr> <tr> <td>Food – 300-1670-57160</td><td></td><td>\$6,500.00</td></tr> <tr> <td>Wearing Apparel – 300-1670-57190</td><td></td><td>\$2,600.00</td></tr> <tr> <td>Other Operating Supplies – 300-1670-57230</td><td></td><td>\$9,750.00</td></tr> <tr> <td>Paint – 300-1670-57340</td><td></td><td>\$500.00</td></tr> <tr> <td>Lumber – 300-1670-57350</td><td></td><td>\$1,000.00</td></tr> <tr> <td>Electrical Supplies – 300-1670-57360</td><td></td><td>\$21,200.00</td></tr> </tbody> </table>			FROM	TO	Enterprise Fund- Undesignated Fund Balance - 300-2810	\$109,750.00		Professional Services – 300-1670-56080		\$700.00	Printing – 300-1670-56230		\$500.00	Rent Misc. – 300-1670-56670		\$9,000.00	Other Contractual Services – 300-1670-56790		\$57,100.00	Catering Services – 300-1670-56793		\$900.00	Food – 300-1670-57160		\$6,500.00	Wearing Apparel – 300-1670-57190		\$2,600.00	Other Operating Supplies – 300-1670-57230		\$9,750.00	Paint – 300-1670-57340		\$500.00	Lumber – 300-1670-57350		\$1,000.00	Electrical Supplies – 300-1670-57360		\$21,200.00
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REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date:</td></tr> <tr> <td><i>Michael Freeman</i></td><td>1-20-17</td></tr> <tr> <td>Finance (Budget Approval):</td><td>Date:</td></tr> <tr> <td>If applicable <i>MP</i></td><td>1/23/17</td></tr> <tr> <td>Division Manager:</td><td>Date:</td></tr> <tr> <td><i>Mark</i></td><td>1/24/17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>		Department Director:	Date:	<i>Michael Freeman</i>	1-20-17	Finance (Budget Approval):	Date:	If applicable <i>MP</i>	1/23/17	Division Manager:	Date:	<i>Mark</i>	1/24/17	County Counselor's Office:	Date:																									
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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:
2810	Undesignated Fund Balance	\$ 109,750.00

- ☐ 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.

30th Annual CHRISTMAS IN THE PARK 21st Annual CHRISTMAS IN THE SKY

2017 PROJECTED EXPENSES

6080-PROFESSIONAL SERVICES	\$700
Photo Booth, Carriage Rental, etc.	
6230-PRINTING	500.00
Parking Tags, Invitations	
6670-RENT, MISCELLANEOUS	9,000.00
Equipment Rentals, Light Plants, etc.	
6790-OTHER CONTRACTUAL SERVICES	\$57,100
Traffic Control/EMT	
Entertainment	
Air Time/Trade Agreement	
ASCAP Fees	
Charitable Organizations	
6793-CATERING SERVICES	900.00
7160-FOOD	6,500.00
CIP Exit Candy, etc.	
7190-WEARING APPAREL	2,600.00
7230-OTHER OPERATING SUPPLIES	9,750.00
Steel for frames, Welding Gas/Supplies, Synchronization Timers, etc.	
7340-PAINT	500.00
7350-LUMBER	1,000.00
7360-ELECTRICAL SUPPLIES	21,200.00
LED Light Strands, Rope Lighting/Accessories, Electrical Wiring, Fuses, Covers, Connectors, etc.	
2017 PROJECTED EXPENSES	109,750.00

2017 PROJECTED REVENUE

Voluntary Exit Donations	\$120,000
--------------------------	------------------

2017 IN-KIND/RADIO TRADE AGREEMENT

\$24,000

Value of Trade Agreement providing advertising on Entercom Stations:
99.7 The Point, 106.5 The Wolf and 610 Sports


Supplemental Appropriation Request Jackson County, Missouri

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

Date: January 23, 2017

ORD # 4957

Department / Division	Character/Description	From	To
Park Enterprise Fund - 300			
2810	Undesignated Fund Balance	\$ 109,750	\$ -
1670 - Special Events	56080 - Professional Services		700
1670 - Special Events	56230 - Printing		500
1670 - Special Events	56670 - Rent Misc.		9,000
1670 - Special Events	56790 - Other Contractual Services		57,100
1670 - Special Events	56793 - Catering Services		900
1670 - Special Events	57160 - Food		6,500
1670 - Special Events	57190 - Wearing Apparel		2,600
1670 - Special Events	57230 - Other Operating Supplies		9,750
1670 - Special Events	57340 - Paint		500
1670 - Special Events	57350 - Lumber		1,000
1670 - Special Events	57360 - Electrical Supplies		21,200
		\$ 109,750	\$ 109,750

 Budgeting

1/23/17

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the extension of the agreements with certain outside agencies funded by the Anti-Drug Sales Tax Fund, which engage in anti-drug treatment activities and purposes, at no additional cost to the County.

RESOLUTION NO. 19364, January 30, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19063, dated January 25, 2016, the Legislature did authorize the execution of agreements with certain outside agencies which engage in anti-drug and/or anti-violent crime treatment activities and purposes, through December 31, 2016; and,

WHEREAS, the Drug Commission has recommended that the County Executive be authorized to extend for an additional six months, through June 30, 2017, the existing agreements of the outside agencies listed below, engaged in anti-drug and/or anti-violent crime treatment initiatives, at no additional cost to the County:

AGENCY

Cornerstones of Care
Comprehensive Mental Health
Hope House Shelter
Mattie Rhodes Center
Samuel U. Rodgers Health Center
Truman Medical Center – JAM Program
Truman Medical Center – Behavior Health Program
New House Shelter

and,

WHEREAS, the recommended extension will allow these agencies to utilize the allocation provided to them in 2016, but which they have encountered delays in spending; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute extensions to the agreements with the outside agencies listed above, until June 30, 2017, in a form to be approved by the County Counselor; and,

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

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. 19364 of January 30, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION


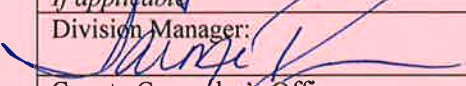
Completed by County Counselor's Office:

Res/Ord No.: 19364

Sponsor(s): Dan Tarwater III

Date: January 30, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the extension of the agreements with certain outside agencies funded by the Anti-Drug Sales Tax Fund, which engages in treatment purposes, at no additional cost to the County.</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; FROM / TO</td><td>FROM ACCT TO ACCT</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:	\$	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; FROM / TO	FROM ACCT TO ACCT
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; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #19063, January 25, 2016</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carol Lillis, Office Administrator , 881-1415</p>										
REQUEST SUMMARY	<p>A Resolution authorizing the extension of the agreements with certain outside agencies funded by the Anti-Drug Sales Tax Fund, which engage in treatment purposes, at no additional cost to the County.</p> <p>Background: The Anti-Drug Sales Tax Fund authorizes the County to execute agreements and contracted services for the purpose of providing substance abuse treatment initiatives in the community.</p> <p>Previous legislation was authorized for the funding of these programs. These agencies have not utilized their total allocations and allowing them to extend their contracts will allow the funds to be utilized in providing services to Jackson County citizens. The Drug Commission reviewed the funding extension on January 10, 2017 and recommended that they be presented to the Legislature.</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>If applicable</i> N/A Division Manager:  County Counselor's Office:	Date: 1-19-2017 Date: Date: 1-19-17 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.

Cornerstone of Care	
Comprehensive Mental Health	
Hope House	
Mattie Rhodes Center	
Samuel U Rodgers	
Truman Medical Center -JAM	
Truman Medical Center -Behavioral	
New House	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION declaring certain property within various County departments as surplus and unusable personal property and authorizing its disposal.

RESOLUTION NO. 19365, January 30, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, various County departments have miscellaneous equipment, computers, and supplies, that they can no longer use, further described and itemized in the attached Exhibit A; and,

WHEREAS, the Director of Finance and Purchasing recommends that said property be declared surplus and unusable and sold at auction; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the property within the various County departments further described and itemized in Exhibit A, be and hereby is declared surplus, and that the Director of Finance and Purchasing be and hereby is authorized to dispose of it as provided for in Chapter 11, Jackson County Code, 1984.

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. 19365 of January 30, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

-DO NOT DUPLICATE-

SURPLUS/TRANSFER DECLARATION FORM **JACKSON COUNTY, MISSOURI**

SURPLUS

TRANSFER

Department Name: Parks - Marina Point of Contact: Jim Autry Please Check: <input type="checkbox"/> Surplus <input type="checkbox"/> Transfer Select only one		Department Code: 1653 Phone Number: 816-795-8888		Date Transfer Received:	
Department Transferring Asset:		Department Receiving Asset:		Receiving Department Phone Number:	
Transaction Date		Asset Description		Disposition Code*	
Fixed Asset #		Model Year		Make/Model	
Serial/Vin Number		Useful Life**		Purchase Date	
Original Cost					
		9.9 hp Outboard Motor	08/2006	Johnson J10TBL4SU	S 22039736
		9.9 hp Outboard Motor	1996	Evinrude 210REDD	G 04158920
		9.9 hp Outboard Motor	11/2005	Johnson J10RSDC	07074381
		9.9 hp Outboard Motor	08/2006	Johnson J10TBL4SU	S 22039738
		25 hp Outboard Motor	05/2002	Johnson J25ELSNF	04998878
		25 hp Outboard Motor	05/2002	Johnson J25ELSNF	05000200
		25 hp Outboard Motor	04/2003	Johnson J25ELSTA	05033224
		25 hp Outboard Motor	05/2002	Johnson J25ELSNF	05000198
		25 hp Outboard Motor	01/2004	Johnson J25ELSRM	05063597
		25 hp Outboard Motor	01/2004	Johnson J25ELSRM	05061417
		25 hp Outboard Motor	02/2005	Johnson J25ELSOB	05105601
		25 hp Outboard Motor	01/2004	Johnson J25ELSRM	05064601
		16' Aluminium Jon Boat	2002	Lowe 1648MT	GLC 00721 I102
1. User Department send to Finance Department 2. Purchasing Department send to Finance Department					



SURPLUS/TRANSFER DECLARATION FORM

JACKSON COUNTY, MISSOURI

SURPLUS

-DO NOT DUPLICATE-

TRANSFER

[illegible]

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

**** Refer to Asset Subclass Listing.**

1. User Department send to Finance Department

cc T BOE/coll

SURPLUS



TRANSFER

-DO NOT DUPLICATE-

[illegible]

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 *** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department



SURPLUS/TRANSFER DECLARATION FORM
JACKSON COUNTY, MISSOURI

-DO NOT DUPLICATE-

SURPLUS

TRANSFER

[illegible]

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.

**** Refer to Asset Subclass Listing.**

1. User Department send to Finance Department



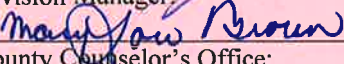


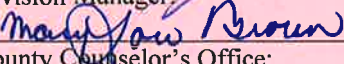


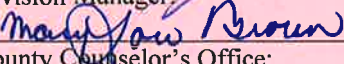
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19365

Sponsor(s): Dennis Waits

Date: January 30, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Declaring certain personal property as Surplus and authorizing its disposal pursuant to Chapter 11 of the Jackson County Code.</u></p>													
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 520 1409 682"> <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 checked="" 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:	\$	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):</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465</p>													
REQUEST SUMMARY	<p>Various County Departments have requested that certain personal property be declared as Surplus and the disposal of that property be authorized.</p> <p>The Director of Finance and Purchasing recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.</p> <p>Disposal Plans: All items listed in Exhibit A to be sold at auction.</p> <p>All proceeds will be credited to the General Fund pursuant to Chapter 5, Section 535.2 of the Jackson County Code.</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>Exhibit A, Pages 1-5, Surplus Declaration Forms for Auction</p>													
REVIEW	<table border="1" data-bbox="316 1696 1534 1927"> <tr> <td>Department Director:</td><td></td><td>Date: 1/20/17</td></tr> <tr> <td>Finance (Budget Approval) If applicable</td><td></td><td>Date: 1/23/17</td></tr> <tr> <td>Division Manager:</td><td></td><td>Date: 1/25/17</td></tr> <tr> <td>County Counselor's Office:</td><td></td><td>Date:</td></tr> </table>		Department Director:		Date: 1/20/17	Finance (Budget Approval) If applicable		Date: 1/23/17	Division Manager:		Date: 1/25/17	County Counselor's Office:		Date:
Department Director:		Date: 1/20/17												
Finance (Budget Approval) If applicable		Date: 1/23/17												
Division Manager:		Date: 1/25/17												
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.

SURPLUS

TRANSFER

[illegible]

* Indicate if Asset was (S) Sold, (D) Donated, (R) Recycled, (X) Scrapped, (T) Trade-in, or (O) Other.
 ** Refer to Asset Subclass Listing.

1. User Department send to Finance Department
2. Purchasing Department send to Finance Department

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a contract with the Jackson County Board of Services for the Developmentally Disabled to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.

RESOLUTION NO. 19366, January 30, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has applied to the Jackson County Board of Services for the Developmentally Disabled – EITAS, for funding assistance for the Department's Special Population Services Division for 2017; and,

WHEREAS, the Board has agreed to provide a maximum sum of \$234,200.00 pursuant to the attached contract, to assist the Division with its programming, which is based on how learned social, physical, athletic, and developmental skills transfer into the individual's every day and vocational life; and,

WHEREAS, execution of this contract with the Board is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached contract with the Jackson County Board of Services for the Developmentally Disabled.

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. 19366 of January 30, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Jackson County Parks & Recreation - 2017

Contract

This Contract entered into this 1st day of January, 2017, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated September 2, 2016 and approved by the Eitas Board of Directors on December 6, 2016.

Eitas has agreed to fund up to \$234,200 for these services.

2. **Term**

The term of this Contract shall be one year from January 1, 2017 to December 31, 2017.

3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

(i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with and intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and

(ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

4. Accountability

(a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.

The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, indentified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

5. Contract Billing and Payment

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

6. Eitas Policies

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

7. Religious Use

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

8. Sexual Harassment Policy

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going

training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. Health Insurance Portability and Accountability Policy

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. Invoices

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2015 must be submitted to Eitas by January 15, 2017.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.

(v) The price for a cost or service differs from the agreed upon price.

- (c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice
- (d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider
- (e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

- (f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

11. Notices

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within

24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

(i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;

(ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and

(iii) Any other Provider response to an investigation.

(iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.

(v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

12. Laws to Govern

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

13. Work Product

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use

any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

14. Sunshine Law

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

15. Inspections

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

16. Audit

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

17. Termination

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

18. Documents

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to jjacobs@eitas.org or its successor.

19. Modifications

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties set their hands this _____

day of _____, 20_____.

JACKSON COUNTY, MISSOURI

Approved as to Form:

By: _____
County Counselor

By: _____
Frank White, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY –
EITAS**

By: _____
Jake Jacobs, Executive Director

LEGISLATURE

By: _____
Mary Jo Spino, Clerk of Legislature

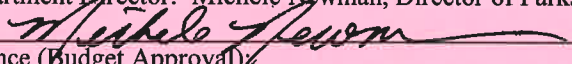
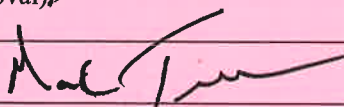
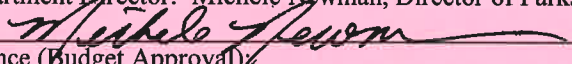
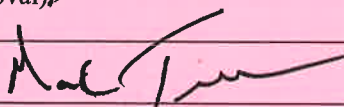
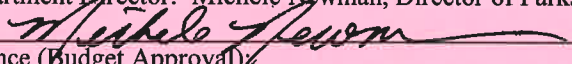
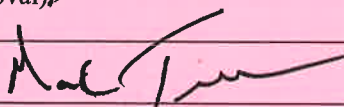
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19366

Sponsor(s): Tony Miller

Date: January 30, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting a funding grant.</u> </p>											
<p>BUDGET INFORMATION <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>\$234,200</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>\$234,200</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 / TO</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: <input checked="" 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): \$234,200 Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$234,200	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$234,200	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
Amount authorized by this legislation this fiscal year:	\$234,200											
Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$234,200											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO												
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): # 19047 February 10, 2016</p>											
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Tina M. Spallo Superintendent of Recreation</p>											
REQUEST SUMMARY	<p>Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting a grant to provide for partial funding of various programs of the Parks + Rec Department's Special Population Services Division.</p> <p>The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2017. The Board has agreed to provide up to \$234,200 for these services for the term of this contract, January 1, 2017 to December 31, 2017.</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: Michele Newman, Director of Parks & Recreation </td><td>Date: 1-24-17</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager: </td><td>Date: 1-24-17</td></tr> <tr> <td>County Counselor's Office:</td><td>Date:</td></tr> </table>		Department Director: Michele Newman, Director of Parks & Recreation 	Date: 1-24-17	Finance (Budget Approval): If applicable	Date:	Division Manager: 	Date: 1-24-17	County Counselor's Office:	Date:		
Department Director: Michele Newman, Director of Parks & Recreation 	Date: 1-24-17											
Finance (Budget Approval): If applicable	Date:											
Division Manager: 	Date: 1-24-17											
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.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding twelve-month term and supply contracts with two twelve-month options to extend for the furnishing of beer for resale by the Parks + Rec Department to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City, MO, as proprietary purchases.

RESOLUTION NO. 19367, January 30, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department requires a term and supply contract for beer for resale in departmental retail operations; and,

WHEREAS, pursuant to section 1030.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of twelve-month term and supply contracts for the furnishing of this commodity to County Beverage Company of Lee's Summit, MO, and Central States Beverage Company of Kansas City (Jackson County), MO, as proprietary purchases of commodities that are to be offered for resale and that are not available on the competitive market; now therefore,

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

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all

payments, including final payment on the contracts, to the extent sufficient appropriations to the using spending agency have been made 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. 19367 of January 30, 2017, was duly passed on _____, 2017 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

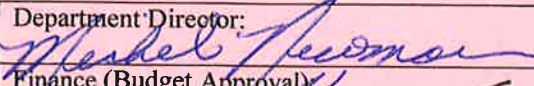

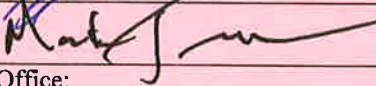
Completed by County Counselor's Office:

Res/Ord No.: 19367

Sponsor(s): Tony Miller

Date: January 30, 2017

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 Two Twelve Month Extensions for the furnishing of Beer for Resale at the Parks and Recreation Department's Concession Operations to County Beverage Company of Lee's Summit, Missouri and Central States Beverage of Kansas City, Missouri as proprietary purchases.</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; FROM / TO</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: Parks + Rec Estimated Use: \$70,500.00</p> <p>Requesting approval by the Legislature of the Term & Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$64,000.00 Prior Year Actual Amount Spent (if applicable): \$70,000.00</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; FROM / TO	
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; FROM / TO											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18386, February 4, 2014</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Kyle Brack, Senior Buyer, 881-3265</p>										
REQUEST SUMMARY	<p>The Parks and Recreation Department requires a Term and Supply contract for the furnishing of Beer for Resale at its' Concession Operations.</p> <p>Pursuant to Section 1030.6 of the Jackson County Code, Purchase of Proprietary Goods for Resale, Competitive bidding shall not be required when the items to be purchased are proprietary goods not available in a competitive market. The Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Two Twelve Month Extensions for the furnishing of Beer for Resale at the Parks and Recreation Department's Concession operations to County Beverage Company of Lee's Summit, Missouri and Central States Beverage Company of Kansas City, Missouri as Proprietary Purchases not available on the competitive market.</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 appropriations</p>										
CLEARANCE	<p><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)</p>										
ATTACHMENTS	<p>Award Recommendation Memorandums from Mr. Bob McMillin & Ms. Tina Spallo of the Parks + Rec Dept.</p>										

REVIEW	Department Director: 	Date: 1-20-17
	Finance (Budget Approval): If applicable 	Date: 1/23/17
	Division Manager: 	Date: 1/23/17
	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.

Memorandum

To: Kyle Brack
From: Bob McMillin
Date: 01/09/2017
Re: 2017 Beer Projection

Kyle,

The projected budget numbers listed below reflect our usage for the up coming 2017 year at the golf course and marina's for sole source resale beer.

300-1653-7032 – Beverage Marinas Projected Usage					
	Central States Beverage -	8,000			
	County Beverage	13,000			

300-1666-7032 – Beverage Golf Course Projected Usage					
	Central States Beverage -	15,000			
	County Beverage	22,000			

Any questions please contact me at Ext. 38405.

Bob

CONFIDENTIAL

Memorandum

To: Kyle Brack, Purchasing
From: Tina Spallo, Superintendent of Recreation
Date: 01/09/2017
Re: 2017 Beer Projection

Kyle,

The projected budget numbers listed below reflect our re-sale usage for the up coming 2017 year at the Frank White Softball Complex, 140th and Holmes Softball Complex and for special events.

300-1654-57032

Central States \$2,000
County Beverage \$10,500

Any questions please contact me at Ext. 34872.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive and the Prosecuting Attorney to execute a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

RESOLUTION NO. 19368, January 30, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney and the Circuit Court Administrator recommend a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division for the period January 1, 2017, through December 31, 2019; and,

WHEREAS, this Agreement will allow the County to receive federal funding for its child support enforcement program; and,

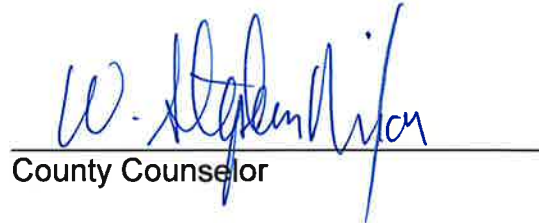
WHEREAS, execution of this Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive and the Prosecuting Attorney be, and hereby are, authorized to execute the attached Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

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. 19368 of January 30, 2017, was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Contract For Services

Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10217B001**Title:** IV-D County Reimbursement Cooperative Agreement**Contract Period:**

January 1, 2017 through December 31, 2019

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: **County of Jackson**
Mailing Address: **324 East 11th St., Ste. 1100**
City, State Zip: **Kansas City, MO 64106-2421**
State Vendor #: **44600052404**

County Level Designation:	Level B
----------------------------------	----------------

Multi-County Project Name (if applicable):	
---	--

Contractor Contact Person Name and Title: _____

Contact Person E-Mail Address: _____

~~~~~

*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.*

*The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.*

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

|                                                            |              |      |
|------------------------------------------------------------|--------------|------|
| Authorized Signature for the Circuit Clerk                 | Name & Title | Date |
| Authorized Signature for the Prosecuting Attorney          | Name & Title | Date |
| Authorized Signature for the County Commissioner/Executive | Name & Title | Date |
| Authorized Signature for the Department of Social Services | Date         |      |

## **1 Introduction and Background Information**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Jackson (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
  - a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
  - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement".
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services; the Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides certified copies of orders to the Department.
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Office of Administration.
- 1.3 The mission of the Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The Family Support Division is responsible for maintaining and strengthening Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services.
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations owed to children receiving Temporary Assistance for Needy Families (TANF) benefits and to other persons, which obligations are established through the offices of the various Circuit Clerks within the State of Missouri.
- 1.5 The contract period shall be from January 1, 2017 through December 31, 2019.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.4 **Correspondence:** Within five (5) days the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor.
  - b. The contractor must obtain a state e-mail address.
  - c. Any such emails containing information regarding specific cases should be submitted utilizing the state e-mail address or each message must be encrypted pursuant to the Department's Missouri Child Support Procedural Manual.
  - d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
- 2.5 **Contractor's Personnel:**
  - 2.5.1 The contractor shall perform background checks per the direction of the Department.
  - 2.5.2 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies or any other duly appointed civil authority.
- c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
  - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
  - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.6 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. 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:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- b. shall not henceforth be in such violation, and
- c. 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.

2.7 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to executing the contract.

2.8 **Debarment Certification:**

2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.8.2 The contractor must complete and submit Exhibit # 2, Certification Regarding Debarment, prior to executing the contract.

## 2.9 **Subrecipient Determination and Requirements**

2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.

2.9.2 The contractor shall comply with Federal Funds Subrecipient Requirements, attached hereto as Attachment A.

2.9.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

## 3 **Specific Performance Requirements**

### 3.1 **General Program Requirements**

3.1.1 Pursuant to 13 CSR 30-2.010, and for the purpose of this contract, the following definitions shall apply:

- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
- d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department, and have agreed to expand their local resources for the purpose of establishing, enforcing and collecting child support obligations.
- e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual. (<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>)

3.1.2 Pursuant to 13 CSR 30-2.010, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment B (IV-D County Additional Requirements), as applicable.

3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department shall be controlling for all IV-D activities and purposes to be performed by the contractor.

- a. The Department policies and procedures can be located at:  
<http://10.60.16.82/fsd/programs/cse/index.htm#policy>

3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15 and 45 CFR part 74.

3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.

3.1.7 All outside child support inquiries, with the exception of inquiries made by custodial or non custodial parents on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the

contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.

- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
- b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.

3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and any case within said program. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department.

3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within ten (10) calendar days, the names and e-mail addresses of all new personnel; and within three (3) business days of personnel departures.

3.1.10 The contractor shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the contract.

## **3.2 Prosecuting Attorney's (PA) Office Responsibilities**

3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 30-2.010 on all cases referred to them from the Department. Case action shall include, but is not limited to:

- a. filing a co-respondent petition when the custodial parent fails to cooperate in paternity action;
- b. pursuing arrears due the Department, with or without the custodial parent's cooperation; and
- c. pursuing all enforcement referrals either criminally or civilly.

3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time frames.

3.2.3 The PA shall be responsible for all direct communication with the custodial parent, non-custodial parent, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s) on all active referrals.

3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:

- a. accept referrals from the Department;
- b. record all IV-D activities;
- c. comply with the requirements of 13 CSR 30-2.010;
- d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
- e. enter such information as is required for the state case registry pursuant to section 454.412 RSMo.

3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.

3.2.6 The PA must retain and monitor all referrals accepted, for enforcement of existing orders, for a period of not less than three (3) months after initial judicial action is completed in cases where the obligor has complied with the court's order for three (3) consecutive months.

- a. Referrals must be retained and monitored for a period of not less than six (6) months after initial judicial action is completed for all other cases to ensure compliance with the court's order or other agreement entered into between the contractor and obligor.
- b. Referrals may be ended and returned in cases where it is known that the obligor cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.

3.2.7 The PA shall return referrals to the Department only when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.

a. Referrals must be returned within fifteen (15) calendar days of request of the Department.

3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.

3.2.9 The PA shall petition for a judgment against the non-custodial parent in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit  
P.O. Box 2320  
Jefferson City MO 65102

3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.

a. The MO Form 14 can be found at:

<http://www.courts.mo.gov/courts/ClerkHandbooksP2RulesOnly.nsf/c0c6ffa99df4993f86256ba50057dcb8/238f8cbb7556e91186256ca6005213c4?OpenDocument#Untitled%20Section>.

3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://10.60.16.82/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.

3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.

3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.

a. For purposes of this cooperative agreement, the term "conviction" is defined as a guilty plea or a conviction.

3.2.14 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely email to the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.

### 3.3 **Circuit Clerk (Clerk) Responsibilities**

3.3.1 The Clerk shall utilize MACSS:

a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and

b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.

- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).
- 3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) All requests must be completed within ten (10) calendar days.

3.4 **Department Responsibilities:**

- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS and [www.courts.mo.gov/casenet](http://www.courts.mo.gov/casenet) for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 Upon filing with the Secretary of State, the Department will notify the contractor of any proposed rule or regulation impacting the child support enforcement program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
  - a. Installation and problem resolution assistance for personal communication software;
  - b. Problem resolution assistance for MACSS-related printing problems;
  - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities; and
  - d. Microsoft Office application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Request must be submitted through the Department's online security access unit.
- 3.4.7 The Department will notify the contractor, or their designee the following information:
  - a. Key personnel changes at the Department;
  - b. Statewide statistical data;
  - c. Annual federal audit compliance reports;
  - d. MACSS changes;
  - e. Policy(s) issued; and
  - f. All program-related information distributed to Department supervisors or managers.

3.5 **Fiscal Requirements**

- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 30-2.010.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.
- 3.5.3 Beginning with the calendar year 2015 and every odd year thereafter, the contractor may submit a cost allocation plan, which includes a proposed indirect cost rate, no later than six (6) months before year end.
- 3.5.4 Pursuant to 13 CSR 30-9.010(4), the contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms and formula calculations will be provided to the contractor no later than May 1<sup>st</sup> each contract period. The contractor shall utilize the new annual budget form in preparation of the annual budget.

- a. The contractor shall have fifteen (15) calendar days to provide comments on the proposed formula calculations.
- b. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's County Reimbursement Manager. The MOPS and/or MAPA representative shall have an opportunity to discuss the final formula calculations with the Department before final application of the formula is made to the budgets of the counties.
- c. Pursuant to Department Policy 4-100, the contractor's administrative fee (i.e. indirect costs) may not exceed ten percent (10%) of total contract amount. (<http://dssweb/dpl/adman/POLICIES/4-100.pdf>).
- d. The annual budget request must be submitted via e-mail to the Department's County Reimbursement Manager.

3.5.5 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. Space obtained from the private sector shall be acquired in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5)(A).

3.5.6 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010.

3.5.7 Pursuant to 13 CSR 40-3.010, the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.

3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. Approved reimbursement will be paid at the current Federal Financial Participation (FFP) rate.

3.5.9 Allowable costs for travel and per diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct/>.

### 3.6 **Audits:**

3.6.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.

3.6.2 The audits may include, but are not limited to, on-site audits of hardcopy or electronic case records and data entered into MACSS.

3.6.3 The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:

- a. Original referral documentation
- b. Record of all contacts with parties to the action; and
- c. Record of all legal action.

3.6.4 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:

Department of Social Services, Family Support Division  
County Reimbursement Unit  
615 East 13<sup>th</sup> Street, Room 204-2  
Kansas City, MO 64106

3.6.5 The Department may conduct annual financial audits to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.

- 3.6.6 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the inspection and audit.
- 3.6.7 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial audit as follows:
- a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
  - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
  - c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must provide a written determination to the contractor within thirty (30) days of receipt of the statement of explanation.

**3.7 Monitoring and Compliance:**

- 3.7.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
- a. Requiring additional, more detailed financial reports or other documentation;
  - b. Additional contract monitoring;
  - c. Requiring the contractor to obtain technical or management assistance; and/or
  - d. Establishing additional prior approvals from the department.
- 3.7.2 The contractor's performance will be measured in accordance to 13 CSR 30-2.010 for cases referred from the Department for legal action to be taken. Compliance reviews shall be conducted solely on the case information contained in MACSS.
- 3.7.3 Prosecuting Attorney Compliance: Pursuant to 13 CSR 30-2.010, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:
- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
  - b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
    - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
  - c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

**3.8 Federal Tax Information:**

- 3.8.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall

comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit # 3) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<http://10.60.16.57//DisclosureForm/>);
- b. complete and print the electronic *Internal Inspections Report* annually ([http://10.60.16.57/InspectionReport/\(S\(155vjuii35i14vsdm54apjma\)\)/default.aspx](http://10.60.16.57/InspectionReport/(S(155vjuii35i14vsdm54apjma))/default.aspx)) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a non-custodial parent in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combo combination locks to authorized personnel that have a need to access federal tax information; maintain key/combo combination accountability records; change key/combo combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at [gary.h.hinzpeter@dss.mo.gov](mailto:gary.h.hinzpeter@dss.mo.gov).

## **4 General Contractual Requirements**

### **4.1 General:**

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
  - a. an original contract document; and
  - b. any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
  - a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.
  - a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
  - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

### **4.2 Amendment, Termination and Renewal:**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
  - a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- The termination shall become effective on the date specified in the notice.
  - At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
  - Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
  - The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 4.3 **Subcontracting:**
- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.

- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.4 **Conflict of Interest:**
- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
    - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
    - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary

interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represents itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
  - a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
  - b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing:**

- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
  - a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
- 4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements:**

- 4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.
- 4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L.104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Department each contract year, if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.

- a. If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 4.7.3 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
  - a. Uniform Administrative Requirements: A-102 - State/Local Governments; 2 CFR Part 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110); and
  - b. Cost Principles: 2 CFR Part 225, State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR Part 31, For-Profit Organizations; 45 CFR Part 74, Appendix E - Hospitals.
- 4.7.4 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
  - a. the percentage of the total costs of the program or project which will be financed with Federal money;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.7.5 The contractor shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.8 **Financial Requirements:**
- 4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- 4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.
  - a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- 4.9 **Contractor Liability:**
- 4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
  - a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.12 **Recordkeeping and Reporting Requirements:**

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

- 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 **Confidentiality:**
- 4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and

- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

**4.14 Notification Requirements:**

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a custodial parent, non-custodial parent, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
  - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

**4.15 Miscellaneous:**

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

**5 Payments to the Contractor**

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
  - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.

- a. The contractor shall submit its invoices to:

Family Support Division – Child Support  
County Reimbursement Unit  
615 E. 13<sup>th</sup> Street, Room 204-2  
Kansas City, MO 64106-2829

- b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.

5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.

5.8 The Department, at its sole discretion, may:

- a. audit all invoices, in a manner determined by the Department;
- b. reject any invoice for good cause;
- c. make invoice corrections and/or changes with appropriate notification to the contractor;
- d. deduct from an invoice any overpayment made by the Department; and
- e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:  
<http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>.

## Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. Allowable Costs: Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.  
  
 Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. Record/Document Requirements and Retention:
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
    - 4) Establishing additional prior approvals from the state agency.
7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The

subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. Transparency Reporting: In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

## **Attachment B –IV-D County Additional Requirements**

### **A. Level A County**

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 **Prosecuting Attorney's (PA) Office Level A Responsibilities**
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
  - b. Establishing and modifying child support obligations;
  - c. Enforcing child, spousal and medical support obligations;
    - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
  - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:  
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
  - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://dssweb/fsd/training/CSE/MACSSQRG/index.html>.
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 **Department Level A Responsibilities**
- A.3.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

### **B. Level B County**

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.
- B.2 **Definitions**
- B.2.1 Jackson County Family Support Division cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County Prosecuting Attorney cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family.

**B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities**

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- Establishing paternity;
  - Establishing and modifying child support obligations;
  - Enforcing child, spousal and medical support obligations;
    - The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
    - The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
  - Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
  - Conducting manual location activities as needed to supplement the automated system's location activities; and
  - For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall use all applicable means including, but not limited to, withholding of unemployment compensation benefits, certification for federal income tax interception, immediate income withholding, administrative process, state income tax withholding, liens against real and personal property, posting of bonds, reporting to consumer reporting agencies, and placing liens on worker's compensation benefits.
- B.3.3 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- The Child Support Procedural Manual can be located at:  
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
  - The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://dssweb/fsd/training/CSE/MACSSQRG/index.html>.
- B.3.4 With regard to Jackson County Prosecuting Attorney cases, the Department will, within five (5) working days of receipt of the application of services, forward the application to the PA. In accordance with 45 CFR 303.2, the PA shall be responsible for further requirements and all other case responsibility as set forth herein.

**B.4 Department Level B Responsibilities**

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program ([http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp)).

**C. Level C County**

- C.1 In the event the County is designated as a Level C County, there are no additional requirements.

**D. Multi-County Project**

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 Project Participants: The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (\*) shall be designated as the "Host" County for the Project.

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

D.3 **Project Collaboration**

D.3.1 The contractor shall collaborate with other Project Participants, as required, to ensure successful delivery of child support enforcement services.

D.4 **Host County Responsibilities**

D.4.1 The Host County shall serve as the lead entity for the Project.

D.4.2 The Host County shall establish and identify an office for the primary location for the Project.

D.4.3 The Host County shall employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contract.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support enforcement activities.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.
  - 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 **Reimbursements to the Host County**

D.5.1 The contractor (non-host county) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (non-host county) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below.

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

## Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

### Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

### BOX A – Currently Not a Business Entity

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
County Commissioner/Executive Name  
(Please Print)

\_\_\_\_\_  
County Commissioner/Executive Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

## Exhibit # 1 (continued)

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

### Box B – Current Business Entity Status

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
County Commissioner/Executive Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business  
Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

## Exhibit # 1 (continued)

### Affidavit of Work Authorization

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

\_\_\_\_\_  
County Commissioner/Executive Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am commissioned as a  
(DAY) (MONTH, YEAR)

notary public commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_  
(NAME OF COUNTY)

\_\_\_\_\_ and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

## Exhibit # 1 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

### BOX C – Affidavit on File - Current Business Entity Status

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_  
(if known)

\_\_\_\_\_  
County Commissioner/Executive Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
County Commissioner/Executive Business  
Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

### FOR STATE USE ONLY

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).*

**(Before completing certification, read instructions for certification below)**

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

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Name and Title of County Commissioner/Executive

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County Commissioner/Executive Signature

---

Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## **Exhibit # 3 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**

### **1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **2. CRIMINAL/CIVIL SANCTIONS**

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **3. INSPECTION**

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### **4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

#### **4.1 Performance:**

- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
  - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
  - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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Authorized Signature for the County Prosecuting Attorney

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Date

**Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form**

*\*See instructions for additional information*

|                                                                                                                                                                                                                                                                                   |  |              |  |               |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|--|---------------|--|
| Legal Business Name of Entity                                                                                                                                                                                                                                                     |  |              |  |               |  |
| Doing Business As (if different)                                                                                                                                                                                                                                                  |  |              |  |               |  |
| Street Address                                                                                                                                                                                                                                                                    |  |              |  |               |  |
| City                                                                                                                                                                                                                                                                              |  | State        |  | Zip Code + 4* |  |
| DUNS Number*                                                                                                                                                                                                                                                                      |  |              |  |               |  |
| Parent Organization's DUNS Number*                                                                                                                                                                                                                                                |  |              |  |               |  |
| Principal Place of Performance*                                                                                                                                                                                                                                                   |  |              |  |               |  |
| Contact Person's Name / Title                                                                                                                                                                                                                                                     |  |              |  |               |  |
| Contact Person Phone Number                                                                                                                                                                                                                                                       |  |              |  |               |  |
| Contact Person E-Mail                                                                                                                                                                                                                                                             |  |              |  |               |  |
| <b>Executive Compensation Information*</b><br><i>*Complete this section if required. See instructions for additional information before completing.</i>                                                                                                                           |  |              |  |               |  |
| List the organization's top five most highly compensated executives for the preceding contractor fiscal year.                                                                                                                                                                     |  |              |  |               |  |
| Name                                                                                                                                                                                                                                                                              |  | Amount       |  |               |  |
| 1.                                                                                                                                                                                                                                                                                |  |              |  |               |  |
| 2.                                                                                                                                                                                                                                                                                |  |              |  |               |  |
| 3.                                                                                                                                                                                                                                                                                |  |              |  |               |  |
| 4.                                                                                                                                                                                                                                                                                |  |              |  |               |  |
| 5.                                                                                                                                                                                                                                                                                |  |              |  |               |  |
| <b>Certification:</b><br>I attest the facts stated above are true and correct.<br>I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public. |  |              |  |               |  |
| County Commissioner/Executive Signature                                                                                                                                                                                                                                           |  | Printed Name |  |               |  |
| Title                                                                                                                                                                                                                                                                             |  | Date         |  |               |  |

## **Instructions for Completing the FFATA Data Form**

### **Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### **DUNS Number**

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### **Parent Organization's DUNS Number**

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### **Principal Place of Performance**

Complete if the primary place of performance is different than the address listed above.

### **Executive Compensation Information**

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

☐ Yes      ☐ No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

***Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.***

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

☐ Yes      ☐ No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

***Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.***

### **Definitions**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19368

Sponsor(s): Alfred Jordan

Date: January 30, 2017

|                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----|------------------------------------------------|-----|--------------------------------------------------------|-----|--------------------------------------------------------|-----|---------------------------------------------------------------------|--------------------------|
| SUBJECT                                                                                      | <p>Action Requested<br/> <input checked="" type="checkbox"/> Resolution<br/> <input type="checkbox"/> Ordinance</p> <p>Project/Title: Prosecutor – Family Support Division, County and Circuit Court’s required Child Support Enforcement Cooperative Agreement State of Missouri, Department of Social Services, Family Support</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>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT<br/><br/>TO ACCT</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 checked="" type="checkbox"/> No budget impact (no fiscal note required)<br/> <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:<br/> Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):<br/> Prior Year Actual Amount Spent (if applicable):</p> | Amount authorized by this legislation this fiscal year: | \$0 | Amount previously authorized this fiscal year: | \$0 | Total amount authorized after this legislative action: | \$0 | Amount budgeted for this item * (including transfers): | \$0 | Source of funding (name of fund) and account code number; FROM / TO | FROM ACCT<br><br>TO ACCT |
| Amount authorized by this legislation this fiscal year:                                      | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Amount previously authorized this fiscal year:                                               | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Total amount authorized after this legislative action:                                       | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Amount budgeted for this item * (including transfers):                                       | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| Source of funding (name of fund) and account code number; FROM / TO                          | FROM ACCT<br><br>TO ACCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| PRIOR LEGISLATION                                                                            | <p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 17673 (2011), 18037 (2012), 17915 (2012), 18319 (2013), 19107 (2016)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| CONTACT INFORMATION                                                                          | <p>RLA drafted by (name, title, &amp; phone): Melissa Mauer-Smith 881-3488</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| REQUEST SUMMARY                                                                              | <p>This RLA requests authorization for the County Executive, the Prosecuting Attorney, and the Circuit Court Administrator to execute a Child Support Enforcement Cooperative Agreement with the State of Missouri for the three year period of January 1, 2017 through December 31, 2019.</p> <p>State law requires that, in order to receive federal funding for the County’s Child Support Enforcement program expenditures, the County, the Prosecuting Attorney and the Circuit Court must enter into a cooperative agreement with the Missouri Department of Social Services, Family Support Division.</p>                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |
| CLEARANCE                                                                                    | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/> <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/> <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                         |     |                                                |     |                                                        |     |                                                        |     |                                                                     |                          |

|             |                                                    |                      |
|-------------|----------------------------------------------------|----------------------|
| ATTACHMENTS |                                                    |                      |
| REVIEW      | Department Director: <i>Jean Peters Baker</i>      | Date: <i>1/25/17</i> |
|             | Finance (Budget Approval):<br><i>If applicable</i> | Date:                |
|             | Division Manager: <i>Mark J. [Signature]</i>       | Date: <i>1/24/17</i> |
|             | 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.



**JEAN PETERS BAKER**  
Jackson County Prosecuting Attorney

MEMORANDUM

To: County Counselor's Office

From: Melissa A. Mauer-Smith, Director *MMS*  
Prosecutor's Office - Family Support Division

Date: January 23, 2017

Re: RLA - IV-D County Reimbursement Cooperative Agreement

Please find attached an RLA and the IV-D County Reimbursement Cooperative Agreement referenced in the RLA.

The parties to the Cooperative Agreement are the Missouri Department of Social Services, Jackson County, the Jackson County Prosecutor and the Circuit Court. This contract sets out the State, County, Court and Prosecutor's responsibilities and enables the County to get reimbursed for most of the Family Support Division's expenses.

I have reviewed the agreement thoroughly. There are very few changes from the last agreement; most of the changes require that we adhere to strict confidentiality requirements with the information provided to us by the state, use encrypted communication (which we do), adhere to IRS requirements and report significant adverse legal decisions rendered in the court that might need to be appealed by MO DSS.

I have provided a copy of the Cooperative Agreement to the Court's Legal Counsel Scott Brinkman, for his review and for the Court Administrator's approval.

Please let me know if you have any questions or concerns.

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Southern Christian Leadership Conference for funding of events commemorating the life and legacy of Dr. Martin Luther King, at a cost to the County not to exceed \$60,000.00.

**RESOLUTION NO. 19369**, January 30, 2017

**INTRODUCED BY** Dan Tarwater III and Alfred Jordan, County Legislators

WHEREAS, the County and the Southern Christian Leadership Conference (SCLC) desire to enter into an agreement whereunder the County will pay \$60,000.00 to the SCLC to be used by SCLC for partial funding of events in 2017 commemorating the life and legacy of Dr. Martin Luther King; and,

WHEREAS, events scheduled for 2017 include a program designed to educate attendees on the dangers of illegal drug use and violent crime issues; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is hereby authorized to execute a cooperative agreement with SCLC, at a cost to the County not to exceed \$60,000.00, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19369 of January 30, 2017, was duly passed on \_\_\_\_\_, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 5014 56789  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Southern Christian Leadership  
Outside Agency Funding  
NOT TO EXCEED: \$60,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION


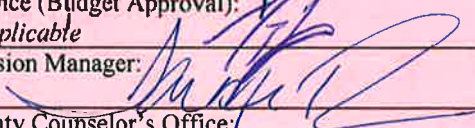
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19369

Sponsor(s): Dan Tarwater III

Date: January 30, 2017

|                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------|-------------|------------------------------------------------|--|--------------------------------------------------------|-------------|----------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| SUBJECT                                                                                                                                      | <p>Action Requested<br/><input checked="" type="checkbox"/> Resolution<br/><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to execute a cooperative agreement with the Southern Christian Leadership Conference (SCLC) for partial funding of events commemorating the life and legacy of Martin Luther King at a cost to the County not to exceed \$60,000.00.</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| BUDGET INFORMATION<br><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>\$60,000.00</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>\$60,000.00</td></tr><tr><td>Amount budgeted for this item *:</td><td>\$60,000.00</td></tr><tr><td>Source of funding (name of fund) and account code number:<br/>From:<br/>008-5014-56789 Southern Christian Leadership<br/>Outside Agency Funding</td><td>\$60,000.000</td></tr></table> <p><input type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: \$<br/><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$60,000.00<br/>Prior Year Actual Amount Spent (if applicable): \$60,000.00</p>                                                                                                                                                                                                                                                                                         |  | Amount authorized by this legislation this fiscal year: | \$60,000.00 | Amount previously authorized this fiscal year: |  | Total amount authorized after this legislative action: | \$60,000.00 | Amount budgeted for this item *: | \$60,000.00 | Source of funding (name of fund) and account code number:<br>From:<br>008-5014-56789 Southern Christian Leadership<br>Outside Agency Funding | \$60,000.000 |
| Amount authorized by this legislation this fiscal year:                                                                                      | \$60,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| Amount previously authorized this fiscal year:                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| Total amount authorized after this legislative action:                                                                                       | \$60,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| Amount budgeted for this item *:                                                                                                             | \$60,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| Source of funding (name of fund) and account code number:<br>From:<br>008-5014-56789 Southern Christian Leadership<br>Outside Agency Funding | \$60,000.000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| PRIOR LEGISLATION                                                                                                                            | <p>Prior ordinances and (date):<br/>Prior resolutions and (date): #19031 January 4, 2016</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| CONTACT INFORMATION                                                                                                                          | <p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| REQUEST SUMMARY                                                                                                                              | <p><b>A RESOLUTION:</b> authorizing the County Executive to execute a cooperative agreement with the Southern Christian Leadership Conference (SCLC) for partial funding events commemorating the life and legacy of Martin Luther King, at a cost to the County not to exceed \$60,000.00.</p> <p><b>Background:</b> The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment, prevention, grant match, and other anti-drug, anti-violence, and anti-crime initiatives on the community.</p> <p>The program proposes to provide 1) Community Luncheon to prevent participants from engaging in drug abuse and trafficking, to emphasize the elimination of drug and alcohol activity in the community and by presenting positive role models for young people; and 2) Artist Tribute to focus local and national talent involvement in the community and their contribution to the community for the positive exposure for the youth and young adults; and 3) an Interfaith Service to bring people of all faiths together for the purpose of focusing on the "King Dream" now.</p> |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| CLEARANCE                                                                                                                                    | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)<br/><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)<br/><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |
| ATTACHMENTS                                                                                                                                  | <p>Quote</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                         |             |                                                |  |                                                        |             |                                  |             |                                                                                                                                              |              |

|             |                                                                                                                                                                                                                                                                            |                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input type="checkbox"/> Business License Verified (Purchasing & Department)<br><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) |                |
| ATTACHMENTS |                                                                                                                                                                                                                                                                            |                |
| REVIEW      | Department Director:                                                                                                                                                                      | Date: 1-4-2016 |
|             | Finance (Budget Approval):<br>If applicable                                                                                                                                                                                                                                | Date: 1/25/17  |
|             | Division Manager:                                                                                                                                                                         | Date: 1-23-17  |
|             | 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.

This expenditure was included in the Annual Budget.

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

Date: January 24, 2017

RES # 19369

| Department / Division                 | Character/Description          | Not to Exceed |
|---------------------------------------|--------------------------------|---------------|
| <b>Anti-Drug Sales Tax Fund - 008</b> |                                |               |
| 5014 - Southern Christian Leadership  | 56789 - Outside Agency Funding | \$ 60,000     |
|                                       |                                |               |
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|                                       |                                | \$ 60,000     |

Budgeting *1/29/17*

SOUTHERN CHRISTIAN LEADERSHIP CONFERENCE  
*of Greater Kansas City*



December 30, 2016

Combat Office  
County Courthouse  
415 E. 12<sup>th</sup> Street 9<sup>th</sup> Floor  
Kansas City, MO. 64106

**Re: Proposal of Southern Christian Leadership Conference Foundation for Human Development and Black Achievement for 2017 Grant**

To Whom It May Concern:

The Greater Kansas City Southern Christian Leadership Conference Foundation for Human Development and Black Achievement is pleased to submit the attached proposal for a Jackson County Grant.

If you have any questions please contact the undersigned.

Sincerely,

Taylor Fields  
Treasurer

## 2017 COMBAT FUNDING REQUEST

415 E 12th Street, 2nd Floor  
Kansas City, MO 64106  
Email: [combat@jacksongov.org](mailto:combat@jacksongov.org)

|                                                                                              |                             |                                                                   |                                                                                 |
|----------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Organization Name:</b><br>Southern Christian Leadership Conference of Greater Kansas City |                             |                                                                   |                                                                                 |
| <b>Address:</b><br>1101 Euclid Avenue                                                        | <b>City:</b><br>Kansas City | <b>State:</b><br>Missouri                                         | <b>Zip Code:</b><br>64127                                                       |
| <b>Phone No:</b><br>(816) 547-0719                                                           |                             | <b>Website:</b><br><a href="http://www.sclc.org">www.sclc.org</a> |                                                                                 |
| <b>Federal Tax ID No:</b><br>43-1389572                                                      |                             | <b>Fiscal Year:</b><br>January 1, 2017 to December 31, 2017       |                                                                                 |
| <b>Executive Director/President:</b><br>Dr. Vernon Howard                                    |                             | <b>Phone No.</b><br>(816) 547-0719                                | <b>Email:</b><br><a href="mailto:drhowardjr@yahoo.com">drhowardjr@yahoo.com</a> |
| <b>Principal Contact:</b><br>Arlana Coleman                                                  |                             | <b>Phone No.</b><br>(913) 522-7526                                | <b>Email:</b><br><a href="mailto:ajoycole@att.net">ajoycole@att.net</a>         |

Total Amount Requested: \$60,000

Please complete the following for your 2017 Proposal.

Section A: Agency Revenue Information  
Section B: Program Budget Request  
Section C: Program Information