

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$2,500,000.00 within the 2017 Special Road and Bridge Fund and appropriating \$12,500,000.00 from the undesignated fund balance of the 2017 Grant Fund in acceptance of the Surface Transportation Program (STP) grant awarded by the Missouri Highways and Transportation Commission, and authorizing the County Executive to execute an Agreement with the Missouri Highways and Transportation Commission for the expenditure of grant funds.

ORDINANCE NO. 4982, May 22, 2017

INTRODUCED BY Dennis Waits and Greg Grounds, County Legislators

WHEREAS, the County has received a Surface Transportation Program (STP) grant in the amount of \$10,000,000.00 from the Federal Highway Administration through the Mid-America Regional Council, for the funding of the Rock Island Corridor Shared Use Pathway Project; and,

WHEREAS, this grant requires matching funds in the amount of \$2,500,000.00 to cover the unfunded portions of the program; and,

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

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

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

following transfer within the 2017 Special Road and Bridge Fund and appropriation from the undesignated fund balance of the 2017 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund			
Non-Departmental			
004-5104	56798 – Grant Match	\$2,500,000	
004-9100	56105 - Operating Transfers Out		\$2,500,000
Grant Fund			
Rock Island Rail Grant			
010-3602	47070 – Operating Transfers In	\$ 2,500,000	
010-3602	45884 – Increase in Revenue	\$10,000,000	
010-2810	Undesignated Fund Balance		\$12,500,000
010-2810	Undesignated Fund Balance	\$12,500,000	
010-3602	58060 – Other Improvements		\$12,500,000

and,


BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Agreements with the Missouri Highways and Transportation Commission and any other documents needed to give effect to this Ordinance.

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. 4982 introduced on May 22, 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. 4982.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER:	004 5104 56798
ACCOUNT TITLE:	Special Road and Bridge Fund
	Non-Departmental
	Grant Match
NOT TO EXCEED:	\$2,500,000.00

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$12,500,000.00

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

ACCOUNT NUMBER: 010 3602 58060
ACCOUNT TITLE: Grant Fund
Rock Island Rail Grant
Other Improvements
NOT TO EXCEED: \$12,500,000.00

May 8, 2017
Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

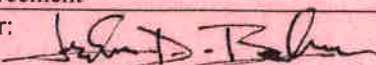

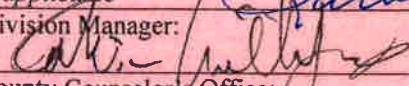
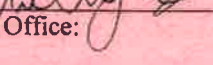
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4982

Sponsor(s): Dennis Waits, Greg Grounds

Date: May 22, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance appropriating grant funds and transferring matching local funds for the purpose of accepting an STP Grant and authorizing the County Executive to execute an agreement with the Missouri Highways and Transportation Commission.</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>\$12,500,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$12,500,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$2,500,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td></td></tr> <tr> <td>FROM</td><td>FROM ACCT</td></tr> <tr> <td>004 – Special Road and Bridge Fund; 5104 – Non Departmental Road Fund; 56798 – Grant Match</td><td>\$ 2,500,000</td></tr> <tr> <td>010 - Grant Fund; 2810 – Undesignated Fund</td><td>\$10,000,000</td></tr> <tr> <td>Balance</td><td></td></tr> <tr> <td>TO</td><td>TO ACCT</td></tr> <tr> <td>010 – Grant Fund; <u>3602</u> – Rock Island Rail <u>Grant</u> Corridor</td><td>\$12,500,000</td></tr> <tr> <td><u>Authority</u>; 58060 – Other Improvements</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)</p> <p><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:	\$12,500,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$12,500,000	Amount budgeted for this item * (including transfers):	\$2,500,000	Source of funding (name of fund) and account code number; FROM / TO		FROM	FROM ACCT	004 – Special Road and Bridge Fund; 5104 – Non Departmental Road Fund; 56798 – Grant Match	\$ 2,500,000	010 - Grant Fund; 2810 – Undesignated Fund	\$10,000,000	Balance		TO	TO ACCT	010 – Grant Fund; <u>3602</u> – Rock Island Rail <u>Grant</u> Corridor	\$12,500,000	<u>Authority</u> ; 58060 – Other Improvements	
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<u>Authority</u> ; 58060 – Other Improvements																									
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Josh Boehm, Development Manager, 503-4845</p>																								
REQUEST SUMMARY	<p>Requesting an ordinance accepting \$10,000,000 in Surface Transportation Grant funds awarded to Jackson County by the Federal Highway Administration (FHWA) through the Mid-America Regional Council (MARC) for the funding of the Rock Island Corridor Shared Use Pathway Project, and transferring \$2.5 million in local matching funds, and authorizing the County Executive to execute grant funding agreements with the Missouri Highways and Transportation Commission (MHTC).</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	STP-3453 (401) Agreement; STP-3453 (402) Agreement	
REVIEW	Department Director: 	Date: 5/16/17
	Finance (Budget Approval): If applicable: 	Date: 5/17/17
	Division Manager: 	Date: 5-16-17
	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 and transfer are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
004-5104-56798	Road and Bridge Non-Departmental Grant Match	\$ 2,500,000
010-2810	Grant fund - Undesignated fund balance	\$10,000,000

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

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

ORD #4982

Budgeting 5/17/17

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP 3453 (401)
Award Year: 2017
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson, Jackson County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the County desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the County. The improvement contemplated by this Agreement and designated as Project STP-3453 (401) involves:

The construction of a shared use path along the Rock Island Rail Corridor right-of-way.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-3453 (401) by the Commission is within the county limits of Jackson County, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

The right-of-way corridor of the Rock Island Rail Line in Jackson County, Missouri from approximately Jefferson Street in Lee's Summit to Brickyard Road in Kansas City, MO.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the County for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the

surface transportation system have been established by the (City/County/Grantee) and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the County and the written acceptance by the Commission, the Commission shall acquire right of way for the County. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of County, and the County will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the County. The County shall pay into court all awards and final judgments in favor of any such condemnees. The County shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the (City/County/Grantee) as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed

from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$3,920,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the County to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3453 (401) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by DBEs to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The County shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the County expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be

exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Calvin Williford
Executive Director: Rock Island Rail Corridor Authority
22501 Woods Chapel Rd
Blue Springs, MO 64015
- (B) To the Commission:
Missouri Highway and Transportation Commission
105 West Capitol
PO Box 270
Jefferson City, MO 65102-0270
Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of

Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The County shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The County shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 2017.

Executed by the Commission this ____ day of _____, 2017.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY

Title _____

By _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

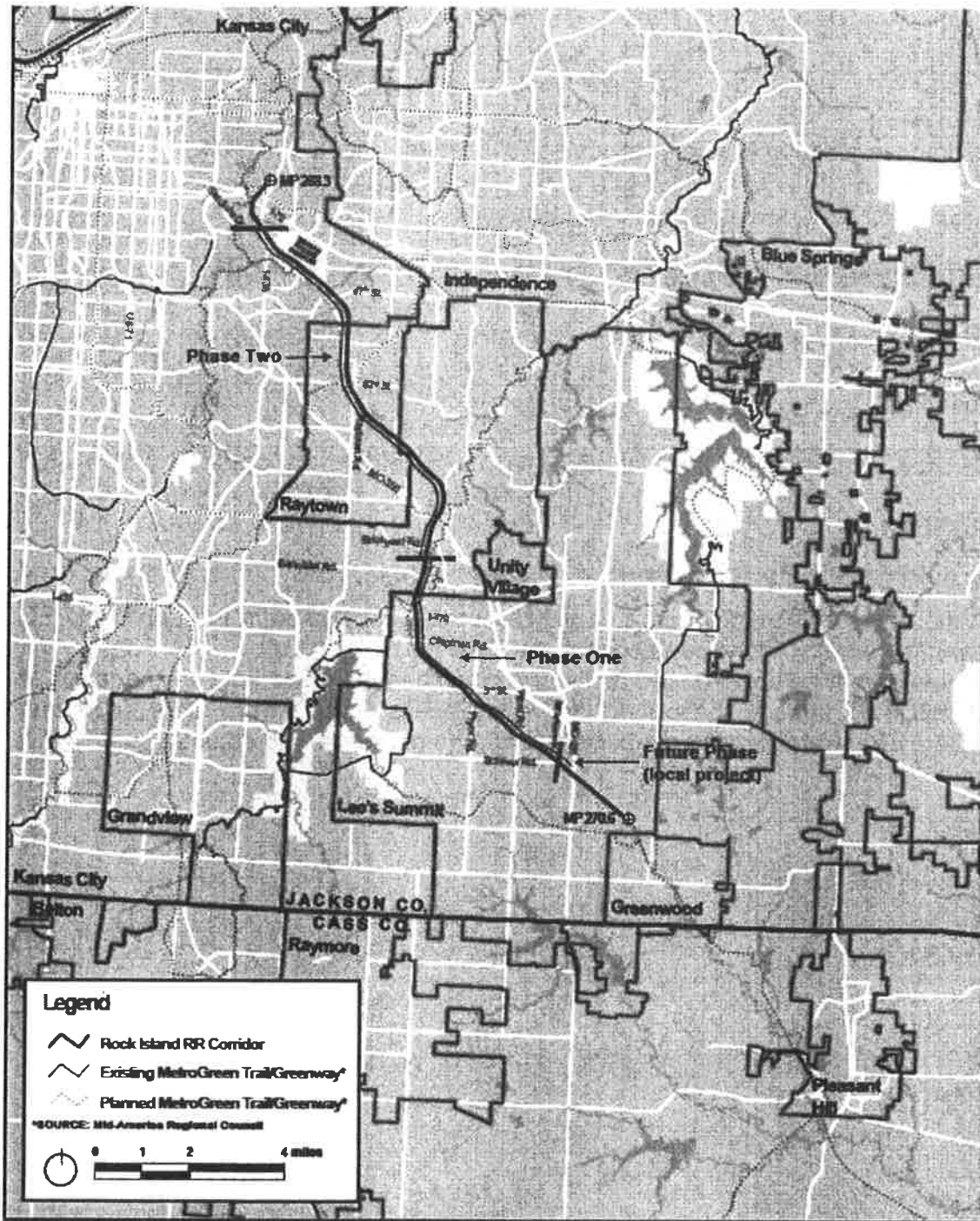
Title _____

Ordinance No: _____

Exhibit A - Location of Project

Rock Island Corridor Map

Jackson County, Missouri



Rock Island Shared Use Path Phases

Exhibit B – Project Schedule

Project Description: STP-3453 (401), construction of a shared use path along the Rock Island Rail Corridor right-of-way from Jefferson St to Brickyard Rd.

Task	Date
Date funding is made available or allocated to recipient	10/1/2016
Plans, Specifications & Estimate (PS&E) Submittal	6/1/2017
Plans, Specifications & Estimate (PS&E) Approval	7/1/2017
Advertisement for Letting	7/28/2017
Bid Opening	8/29/2017
Construction Contract Award or Planning Study completed (REQUIRED)	10/20/2017

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOI, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant 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," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP STP-3453 (402)
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson, Jackson County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the County desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the County. The improvement contemplated by this Agreement and designated as Project STP-3453 (402) involves:

The construction of a shared use path along the Rock Island Rail Corridor right-of-way.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-3453 (402) by the Commission is within the county limits of Jackson County, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

The right-of-way corridor of the Rock Island Rail Line in Jackson County, Missouri from approximately Brickyard Road in Kansas City, MO to the Truman Sports Complex area. Exact termini will be determined during the design phase.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the County for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the

surface transportation system have been established by the (City/County/Grantee) and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the County and the written acceptance by the Commission, the Commission shall acquire right of way for the County. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of County, and the County will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the County. The County shall pay into court all awards and final judgments in favor of any such condemnees. The County shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the (City/County/Grantee) as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed

from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$6,080,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the County to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3453 (402) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by DBEs to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The County shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The County shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the County expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be

exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Calvin Williford
Executive Director: Rock Island Rail Corridor Authority
22501 Woods Chapel Rd
Blue Springs, MO 64015
- (B) To the Commission:
Missouri Highway and Transportation Commission
105 West Capitol
PO Box 270
Jefferson City, MO 65102-0270
Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of

Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The County shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The County shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 2017.

Executed by the Commission this ____ day of _____, 2017.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

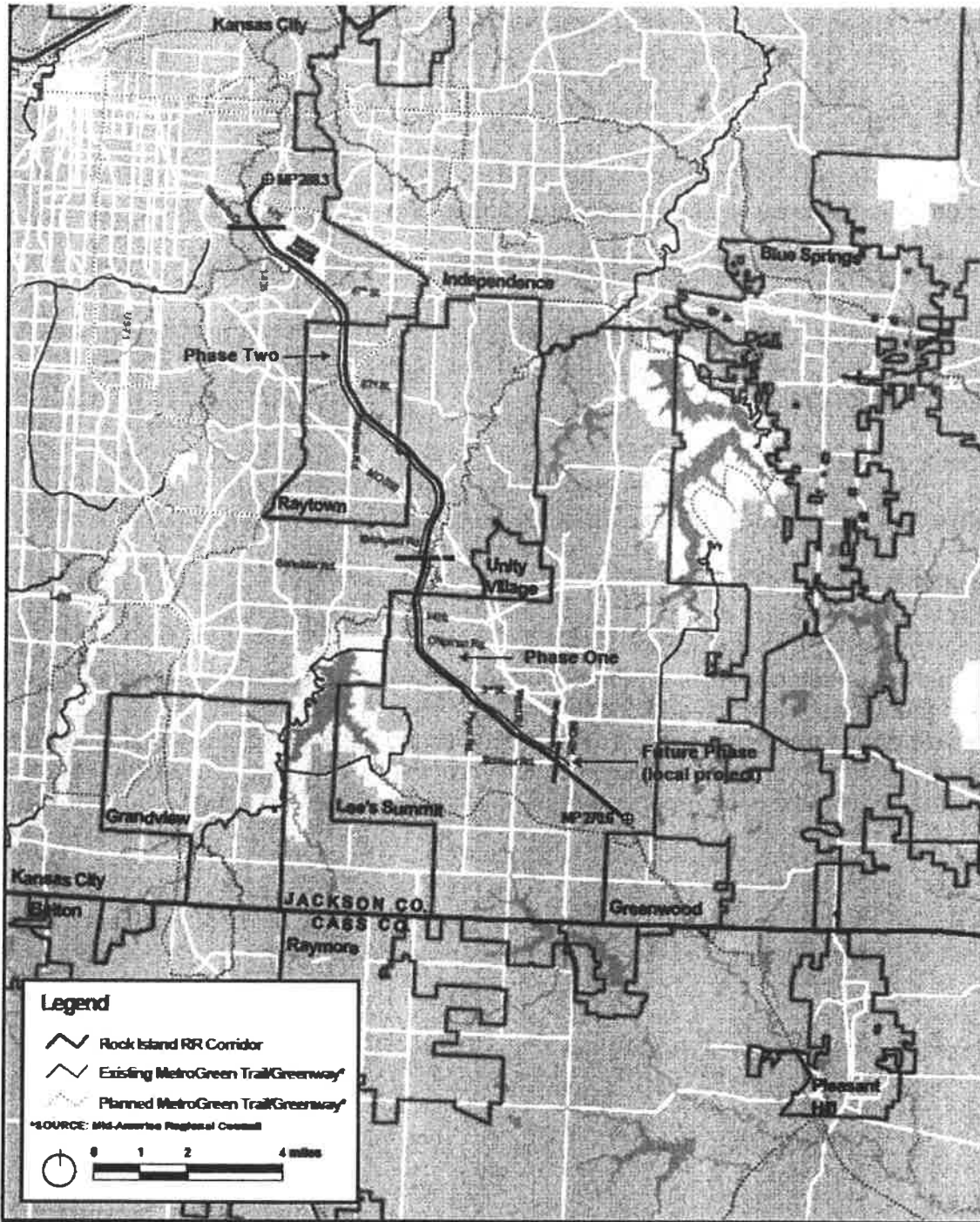
By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

Rock Island Corridor Map

Jackson County, Missouri



Rock Island Shared Use Path Phases

Exhibit B – Project Schedule

Project Description: STP-3453 (402), construction of a shared use path along the Rock Island Rail Corridor right-of-way from approximately Brickyard Road in Kansas City, MO to the Truman Sports Complex area. Exact termini will be determined during the design phase.

Task	Date
Date funding is made available or allocated to recipient	10/1/2017
Plans, Specifications & Estimate (PS&E) Submittal	9/25/2017
Plans, Specifications & Estimate (PS&E) Approval	11/10/2017
Advertisement for Letting	12/11/2017
Bid Opening	1/12/2018
Construction Contract Award or Planning Study completed (REQUIRED)	2/9/2018

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant 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," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available,

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE reappropriating \$385,610.00 from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund to cover the costs of two seasonal plumbers and supplies for use by the Department of Corrections.

ORDINANCE NO. 4983, May 22, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19244, dated August 29, 2016, the Legislature did award a term and supply contract to the Johnson County, Missouri Sheriff's Office for the furnishing of temporary inmate housing; and,

WHEREAS, in 2016, the Department of Finance and Purchasing encumbered \$385,610.00 on a purchase order with the Johnson County, Missouri Sheriff's Office for these services for use by the Department of Corrections; and,

WHEREAS, the Director of the Department of Corrections recommends the cancellation of this purchase order and the reappropriation of these funds to cover the cost of two seasonal plumbers and supplies for use within the Detention Center; and,

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

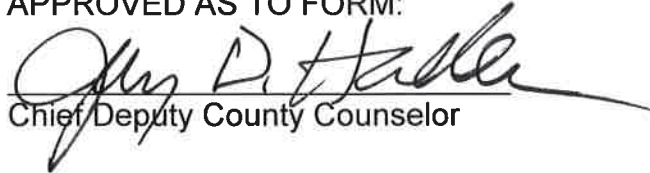
WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2017 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund			
Corrections			
008-2810	Undesignated Fund Balance	\$385,610	
008-2701	55020 – Seasonal Salaries		\$156,404
008-2701	55040 - FICA		\$ 11,965
008-2701	57330 – Plumbing Supplies		\$ 50,000
008-2701	57140 – Linen Supplies		\$ 40,000
008-2701	57190 – Wearing Apparel		\$ 25,141
008-2701	57130 – Building Cleaning Supplies		\$ 35,000
008-2701	56460 – Refuse Collections		\$ 2,100
008-2701	56510 – Maintenance & Repair Buildings		\$ 15,000
008-2701	56790 – Other Contractual		\$ 50,000

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 4983 introduced on May 22, 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. 4983.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$385,610.00


Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 4983

Sponsor(s): Dan Tarwater III

Date: May 22, 2017

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Reappropriation of <u>Funds in the Amount of \$385,610 From PO# BL-1404-20718 to Corrections 2701-008: Seasonal Salaries; FICA; Plumbing Supply Accounts; Maintenance and Repair Buildings; Refuse Collection; Linens; Building Cleaning Supplies; Wearing Apparel; and Other Contractual Services;</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>\$385,610</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>\$385,610</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> </table> <p>Source of funding (name of fund) and account code number; FROM / TO</p> <p>From : Undesignated Fund Balance 2810-008</p> <table> <tr> <td>To NEW Account 008-2701-55020 Seasonal Salaries</td><td>FROM ACCT \$385,610</td></tr> <tr> <td>To Account 008-2701-55040 FICA</td><td>TO ACCT</td></tr> <tr> <td>To NEW Account 008-2701-57330 Plumbing Supplies</td><td>\$156,404</td></tr> <tr> <td>To Account 008-2701-57140 Linen Supplies</td><td>\$ 11,965</td></tr> <tr> <td>To Account 008-2701-57190 Wearing Apparel</td><td>\$ 50,000</td></tr> <tr> <td>To Account 008-2701-57130 Bldg Cleaning Supplies</td><td>\$ 40,000</td></tr> <tr> <td>To Account 008-2701-56460 Refuse Collection</td><td>\$ 25,141</td></tr> <tr> <td>To NEW Account 008-2701-56510 M&R Buildings</td><td>\$ 35,000</td></tr> <tr> <td>To Account 008-2701-56790 Other Contractual Serv</td><td>\$ 2,100</td></tr> <tr> <td></td><td>\$ 15,000</td></tr> <tr> <td></td><td>\$ 50,000</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:	\$385,610	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$385,610	Amount budgeted for this item * (including transfers):	\$	To NEW Account 008-2701-55020 Seasonal Salaries	FROM ACCT \$385,610	To Account 008-2701-55040 FICA	TO ACCT	To NEW Account 008-2701-57330 Plumbing Supplies	\$156,404	To Account 008-2701-57140 Linen Supplies	\$ 11,965	To Account 008-2701-57190 Wearing Apparel	\$ 50,000	To Account 008-2701-57130 Bldg Cleaning Supplies	\$ 40,000	To Account 008-2701-56460 Refuse Collection	\$ 25,141	To NEW Account 008-2701-56510 M&R Buildings	\$ 35,000	To Account 008-2701-56790 Other Contractual Serv	\$ 2,100		\$ 15,000		\$ 50,000
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To Account 008-2701-56790 Other Contractual Serv	\$ 2,100																														
	\$ 15,000																														
	\$ 50,000																														
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution 19244 9/6/2016</p>																														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): L.J. Scott, Assistant Director of Admin, 881-4232</p>																														
REQUEST SUMMARY	<p>This ordinance will serve to reappropriate the funds from PO # BL-1404-20718 in the amount of \$385,610 originally established with Resolution 19244, providing detention services at Johnson County, Missouri. This appropriation will provide two seasonal plumbers through 12/31/17 and plumbing supplies, linen supplies to purchase inmate mattresses and linens, inmate wearing apparel, building and cleaning supplies to deep clean modules and cells in the facilities, refuse collection for old mattresses, vendor plumbing services, and contractual services monies for inmate housing in other counties.</p>																														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)</p>																														

	<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:	Date: 5-17-17
	Finance (Budget Approval): <i>If applicable</i>	Date: 5/17/17
	Division Manager:	Date:
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Undesignated Fund Balance	385,610.

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

Supplemental Appropriation Request

Jackson County, Missouri

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

Date: May 17, 2017

ORD # 4983

Department / Division	Character/Description	From	To
Anti Drug Sales Tax Fund - 008			
2810	Undesignated Fund Balance	385,610	
2701 - Corrections	55020 - Seasonal Salaries		156,404
2701 - Corrections	55040 - FICA		11,965
2701 - Corrections	57330 - Plumbing Supplies		50,000
2701 - Corrections	57140 - Linen Supplies		40,000
2701 - Corrections	57190 - Wearing Apparel		25,141
2701 - Corrections	57130 - Building Cleaning Supplies		35,000
2701 - Corrections	56460 - Refuse Collection		2,100
2701 - Corrections	56510 - Maint & Rep of Buildings		15,000
2701 - Corrections	56790 - Other Contractual Services		50,000
		385,610	385,610


Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check in the amount of \$1,000.00 to Ellis Care Community Outreach, for sponsorship of its *Breaking the Economic Divide* Conference to be held September 9, 2017.

RESOLUTION NO. 19488, May 22, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, Ellis Care Community Outreach was formed to empower the people of Jackson County to reach their full potential; and,

WHEREAS, Ellis Care Community Outreach will be hosting the *Breaking the Economic Divide* Conference September 9, 2017, featuring guest speaker Donna Brazile, and has submitted a request to the COMBAT Administration for sponsorship, in the amount of \$1,000.00; and,

WHEREAS, this sponsorship will allow Jackson County the opportunity to promote its anti-drug and anti-violent crime campaign; and,

WHEREAS, in exchange for its sponsorship, COMBAT will receive advertising and recognition in the event program; and,

WHEREAS, said sponsorship is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to issue a check to Ellis Care Community Outreach, in the amount of \$1,000.00 in support of its conference to be held September 9, 2017.

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. 19488 of May 22, 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 4401 56210
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT
Advertising
NOT TO EXCEED: \$1,000.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19488

Sponsor(s): Dan Tarwater III

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the Director of Finance & Purchasing to make payment for a sponsorship to Ellis Care Community Outreach, funded by the County's Anti-Drug Sales Tax for the 2017 fiscal year, for the purpose of promoting anti-drug, anti-violence activities and purposes, not to exceed \$1000.00.</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>\$1000.00</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>\$1000.00</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$1000.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising</td><td>\$1000.00</td></tr> </table> <p> <input checked="" type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: \$70,000.00 <input type="checkbox"/> No budget impact (no fiscal note required) </p> <p> Prior Year Budget (if applicable): \$67,000.00 Prior Year Actual Amount Spent (if applicable): \$65,838.74 </p>	Amount authorized by this legislation this fiscal year:	\$1000.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$1000.00	Amount budgeted for this item *:	\$1000.00	Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$1000.00
Amount authorized by this legislation this fiscal year:	\$1000.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$1000.00										
Amount budgeted for this item *:	\$1000.00										
Source of funding (name of fund) and account code number: From: 008-4401-56210 Anti-Drug, COMBAT, Advertising	\$1000.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
REQUEST SUMMARY	<p>A resolution authorizing the Director of Finance & Purchasing to make payment for a sponsorship to Elis Care Community Outreach , funded by the County's Anti-Drug Sales Tax Fund for the 2017 fiscal year, for the purpose of promoting anti-drug and anti-violence activities and purposes, not to exceed \$1000.00.</p> <p>Background: Ellis Care Community Outreach conference titled "Breaking the Economic Divide", with keynote speaker Donna Brazile will be held on September 9, 2017. The conference will be held at The Kaufman Foundation and focuses on the crime/violence, education, and community awareness impact of the economic divide within Jackson County. The goal of this conference is to provide more awareness of how violence/crime impacts the divide and to provide resources in the area of prevention. Last year's conference reached 300 participants, of civil servants, students and community leaders throughout the South Kansas City area. This year's conference is expected to grow to 500 participants.</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	<p>Quote:</p>										
REVIEW	<table border="1"> <tr> <td>Department Director: <i>Glenn Danusky</i></td><td>Date: <i>5-15-2017</i></td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date: <i>5/16/17</i></td></tr> <tr> <td>Division Manager: <i>Mary Rasmussen</i></td><td>Date: <i>5-16-17</i></td></tr> </table>	Department Director: <i>Glenn Danusky</i>	Date: <i>5-15-2017</i>	Finance (Budget Approval): If applicable	Date: <i>5/16/17</i>	Division Manager: <i>Mary Rasmussen</i>	Date: <i>5-16-17</i>				
Department Director: <i>Glenn Danusky</i>	Date: <i>5-15-2017</i>										
Finance (Budget Approval): If applicable	Date: <i>5/16/17</i>										
Division Manager: <i>Mary Rasmussen</i>	Date: <i>5-16-17</i>										

Division Manager:	Date:
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# _____

RES # 19488

Department / Division	Character/Description	Not to Exceed
Anti-Drug Sales Tax Fund - 008		
4401 - COMBAT	56210 - ADVERTISING	\$ 1,000
		\$ 1,000

Mary Rasmussen
Budget Office

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
jacksoncountycombat.com

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Mark S. Bryant
Melesa N. Johnson, Esq.
Gene Morgan
Keith Querry
Joseph Spalitto, DDS
Lanna Ultican
Kelvin L. Walls, M.D.
James Witteman, Jr.

Fax:
(816) 881-1416

Date: May 15, 2017

To: Jaime Masters

From: Carol Lillis

Re: COMBAT Sponsorship

Attached you will find an RLA regarding a COMBAT sponsorship for Ellis Care Community Outreach conference. The conference will be held on September 9, 2017 at the Kauffman Foundation. COMBAT feels this conference is a great outreach for the COMBAT message

COMBAT "SPONSORSHIP"/ADVERTISING GUIDELINES

COMBAT does not "sponsor" organizations or events, or assist with fundraising efforts.

"Sponsorship" requests should be viewed through the lens of Advertising opportunities that help market COMBAT and its Mission of eradicating substance abuse and violent crime.

Total for such advertising in any one year: \$10,000. Maximum amount for any one request: \$1,500

Requesting Group: Ellis Care Community Outreach

Date of Event: September 9th, 2017

Date of Request 4/30/2018

Parameters for decisions to recommend advertising to Legislature in response to sponsorship requests:

1. Does applicant organization already receive other funding from COMBAT? Type: **No**
If so, NO to additional "sponsorship" advertising.
2. When has organization received advertising support from COMBAT in the past? **NA**
3. Does event match COMBAT goals? (e.g., substance abuse prevention, violence prevention)
The title of this conference is titled "Breaking the Economic Divide" The keynote speaker is Donna Brazile. The areas of focus will be crime/violence, education, and community awareness impacts the economic divide within Jackson County.
4. What is there about the potential audience that makes sponsorship a reasonable request for COMBAT? Size of audience:
Estimated potential 500. Most recent year & number The last conference that Ellis Care promoted had Roland Martin and 300 participated. The audience included civil servants, students, and community members throughout South Kansas City area, in specific the Hillcrest, Hickman, Bannister area.
5. Will the event reach a geographic area that is not adequately served by COMBAT? **YES** (If YES, describe):
The conference will be held at the Kauffman Foundation located at 4801 Rockhill Rd, Kansas City, MO. 64110. Although the Ellis Care will be marketing and promoting this event heavily for the Hickman, Bannister, and South Kansas City area. Currently there are not many prevention services provided or funded by Combat for this particular area.
6. Will the event reach an underserved or high - risk population (in terms of Substance Abuse or Violence Prevention)? If YES, describe: **Yes. As stated before this event will market to populations that are high in crime in particular areas.**
7. Will the event reach a key possible partner (and audience) that can help further COMBAT goals? If YES, describe: **Yes. There will be numerous community leaders and stake holders who will participate in this conference. The following are a few examples**
8. Is the Mission of the requesting organization compatible with that of COMBAT (list): **Yes. The goal of this conference is to provide the participants to become more aware of how violence/crime impacts the economic divide within Jackson County. The goal is not only to discuss how the violence/crime impacts the economy but also provide resources to participants in the areas of prevention.**
9. Is there any conflict between the Mission of COMBAT and that of the requesting organization (list); or its other sponsors (e.g., other sponsors include liquor companies). Describe any possible such conflict: **NO**

10. Does the opportunity represent a key "friend raising" opportunity? If YES, describe: **Yes. Although this is a free event. Ellis Care will be asking for a donation to assist in cost for the event.**

11. Has organization partnered with COMBAT in the past? If YES describe: **No**

12. Recommendation/inquiry for funding received from _____

Signature of COMBAT staff member preparing request _____



ELLISCARE
community outreach

Caring for People & Growing Stronger Communities

Res. 19488

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A Little About Us

Founded in 2011, Ellis Care Community Outreach was formed to meet the needs of the Kansas City community. Aware of its challenges, our goal is to empower the people of Kansas City and surrounding areas with the tools needed to reach their full potential.

We believe that everyone faces hurdles as they travel their journey, but that's why we're here.

Talk to us.

Ellis Care is here to create a success plan specifically designed for you.

We look forward to helping you create a brighter future for yourself and your family. By empower people to better themselves, a stronger and healthier community will grow.



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What We Provide



COUNSELING

Ellis Care provides behavioral health and substance abuse services for children, adolescents, and adults in a private practice setting located in south Kansas City.



LIFE SKILL EDUCATION

We offer a variety of services in the home, the community, and at our facility to assist participants in living more productive lives.



EDUCATIONAL SERVICES

We provide educational services for both children and adults who are not reaching their full potential or who have learning disabilities.



EMERGENCY ASSISTANCE

Ellis Care clients may receive emergency assistance in certain situations.

These benefits may include, but are not limited to: essential food, clothing, temporary rental assistance, and utility payments (such as heat, water, and electric).



OUTREACH

We provide mobile services in the communities that need them.

These services include, but are not limited to health screenings, food, clothing, and social services.

VOLUNTEER! Contact us for information on how you can get involved:
elliscarekc@gmail.com or call 816.966.4545

11233 Hickman Mills Drive, Kansas City, Missouri , 64134

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute extensions to the Cooperative Agreements with ReDiscover for the furnishing of drug treatment programs for use by COMBAT, at no additional cost to the County.

RESOLUTION NO. 19489, May 22, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, by Resolution 19255, dated September 19, 2016, the Legislature did authorize the execution of Cooperative Agreements with ReDiscover to provide treatment programs in Eastern Jackson County at a cost not to exceed \$35,000.00 and through the Jackson County Drug Court at a cost not to exceed \$50,000.00; and,

WHEREAS, ReDiscover has requested a extensions to these Cooperative Agreements through December 31, 2017, at no additional cost to the County; and,

WHEREAS, the recommended extensions will allow ReDiscover additional time to utilize the funds allocated for these treatment programs; 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 ReDiscover, until December 31, 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 and addenda thereto.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19489 of May 22, 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.: 19489

Sponsor(s): Dan Tarwater III

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the extension of the agreements with ReDiscover Drug Court and ReDiscover Eastern Jackson County Treatment contracts funded by the Anti-Drug Sales Tax Fund, to engage in anti-drug treatment activities, 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>\$0.00</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>\$0.00</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>\$0.00</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 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:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number;	\$0.00
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number;	\$0.00										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #19255, Sept 19, 2016</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Carol Lillis, Office Administrator, 881-1415</p>										
REQUEST SUMMARY	<p>A Resolution authoring the extension of the Treatment agreements until December 31, 2017 with ReDiscover Drug Court and ReDiscover Eastern Jackson County, both funded by the Anti-Drug Sales Tax Fund, to engage in anti-drug treatment activities, at no additional cost to the County.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing anti-drug and anti-violence initiatives in the community.</p> <p>Previous legislation was authorized for the funding of these agencies. These agencies have not fully utilized their allocations and allowing them to expend their contracts will allow the funds to be best utilized in providing services to Jackson County citizens.</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: <i>[Signature]</i> Finance (Budget Approval): <i>[Signature]</i> If applicable: <i>N/A</i> Division Manager: <i>[Signature]</i> County Counselor's Office: <i>[Signature]</i>	Date: Date: <i>5/16/17</i> Date: <i>5-18-17</i> 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.

Jackson County

COMBAT

415 East 12th Street, Ninth Floor
Kansas City, Missouri 64106
jacksoncountycombat.com

Stacey Daniels-Young, Ph.D.
Director
(816) 881-3510

Vincent M. Ortega
Deputy Director
(816) 881-3886

Drug Commissioners:

Mark S. Bryant
Melesa N. Johnson, Esq.
Gene Morgan
Keith Querry
Joseph Spalitto, DDS
Lanna Ultican
Kelvin L. Walls, M.D.
James Witteman, Jr.

Fax:
(816) 881-1416

Date: May 15, 2017

To: Jaime Masters

From: Carol Lillis



Re: COMBAT Extension Contracts

Attached you will find an RLA regarding the extension for ReDiscover Drug Court and ReDiscover Eastern Jackson County. The monies that were allocated have not been all spent, so we are asking that both contracts be extended until December 31, 2017.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services for a tracking program for statistical reporting of opioid and violent deaths, for a fee payable to the County.

RESOLUTION NO. 19490, May 22, 2017

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Medical Examiner's Office desires to participate in a tracking program sponsored by the Missouri Department of Health and Senior Services, for statistical reporting of opioid and violent deaths; and,

WHEREAS, under the agreement, the County will be reimbursed for providing reports of opioid and violent deaths through August 31, 2017, up to \$11,460.00; and,

WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Program Services Contract with the Missouri Department of Health and Senior Citizens.

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. 19490 of May 22, 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

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 44181	Contract Title: VIOLENT DEATH AND ENHANCED OPIOID SURVEILLANCE	
Contract Start: 4/1/2017	Contract End: 8/31/2017	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JACKSON COUNTY MEDICAL EXAMINER	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 950 EAST 21ST STREET	
CITY, STATE, and ZIP CODE KANSAS CITY MO 64108	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0524	DUNS NUMBER
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
SURVEILLANCE OF OPIOID-INVOLVED
MORBIDITY AND MORTALITY**

1. GENERAL

- 1.1 The contract amount shall not exceed \$11,460.00 for the period of April 1, 2017 through August 31, 2017.
- 1.2 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.2.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.2.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.2.3 Taxes (e.g., city/county/state/federal)
 - 1.2.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.2.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.2.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Missouri Violent Death Reporting System

Program Contact: Dr. Rebecca Lander

Address: P.O. Box 570, Jefferson City, MO 65102-0570

Phone: 573-522-4839

Email: Rebecca.Lander@health.mo.gov

2. PURPOSE

- 2.1 The National Violent Death Reporting System (NVDRS), funded by the Centers for Disease Control and Prevention (CDC), provides states and communities with a clearer understanding of violent deaths to guide local decisions about efforts to prevent violence and track progress over time. NVDRS is the only state-based surveillance (reporting) system that pools data on violent deaths from multiple sources into a usable,

MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE SURVEILLANCE OF OPIOID-INVOLVED MORBIDITY AND MORTALITY

anonymous database. With the expansion of the NVDRS project to ten more states in 2016, a total of 42 states are currently part of the CDC NVDRS project in the United States. More details on the NVDRS project can be accessed at the following link:
<http://www.cdc.gov/violenceprevention/nvdrs/>.

- 2.2 The Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality program (ESOOS), funded by CDC, supports states with a high burden of opioid overdoses to improve surveillance of opioid-related morbidity and mortality by improving the timeliness of reporting and analyzing fatal and non-fatal overdose incidents. ESOOS surveillance data will be used to assist both national and local stakeholders to respond more quickly to changes in opioid abuse patterns. Twelve states have received initial funding for this program. More details on the grant can be accessed at the following link: <https://www.cdc.gov/drugoverdose/foa/state-opioid-mm.html>
- 2.3 The Missouri Department of Health and Senior Services received the NVDRS grant in September 2016, and the ESOOS grant in August 2016. The NVDRS grant is housed in the Office of Epidemiology (OOE). The state of Missouri is implementing the NVDRS grant under the name “Missouri Violent Death Reporting System” (MOVDRS). The ESOOS grant is housed in the Bureau of Health Care Analysis and Data Dissemination (BHCADD). Both OOE and BHCADD are within Section of Epidemiology for Public Health Practice, Division of Community and Public Health (DCPH).
- 2.4 MOVDRS and ESOOS collect information from four major sources about the same incident and pool information into a usable, anonymous database. An incident can include one victim, or multiple victims. The four major data sources are:
 - 2.4.1 Death certificates;
 - 2.4.2 Coroner/Medical Examiner (C/ME) reports;
 - 2.4.3 Law enforcement reports (MOVDRS only); and
 - 2.4.4 Toxicology reports

3. DEFINITIONS

- 3.1 Violent deaths: defined as a death resulting from the intentional use of physical force or power (e.g. threats or intimidation) against oneself, another person, or against a group

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
SURVEILLANCE OF OPIOID-INVOLVED
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or community. This includes all homicides, suicides, and deaths occurring when law enforcement exerts deadly force in the line of duty.

- 3.2 Other violent deaths: defined as unintentional firearm injury deaths (i.e. incidents in which the person causing the injury did not intend to discharge the firearm) and on deaths where the intent cannot be determined, referred to as undetermined deaths. Although these deaths are not considered violent deaths by the above definition, information is collected on these types of death because some of these deaths may have been violent.
- 3.3 Violent deaths include deaths coded on the death certificate as a suicide (ICD-10 X60-X84, Y87.0), a homicide (ICD-10 X85-Y09, Y87.1), a death of undetermined intent (ICD-10 Y10-Y34, Y87.2), a death from legal intervention (ICD-10 Y35.0-Y35.4, Y35.6-Y35.7, Y89.0), a death related to terrorism (ICD-10 U01-U03), an "accidental" death from a firearm (ICD-10 W32- W34, and those cases coded to Y86 where a firearm is the source of injury) and those cases coded to Y89. 9, where the death is later determined to be due to violence or unintentional firearm injury. Note that the defining code ranges explicitly include the sequelae or "late effects" of violent injuries, and other codes may be selected for inclusion by the CDC at a later date. The contractor shall be notified of such changes within 30 days of any such CDC decision.
- 3.3.1 Unintentional and undetermined opioid deaths are identified on the death certificate using the following ICD-10 codes: underlying cause-of-death codes are X40–44 (unintentional) or Y10–Y14 (undetermined intent) AND any of the ICD-10 codes T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6 are indicated in the multiple cause-of-death codes.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall provide C/ME reports for violent or opioid-related deaths, as defined above, occurring on or after July 1, 2016, as requested by DHSS staff.
- 4.1.1 The Contractor shall provide copies of the final C/ME reports including toxicology reports to the DHSS for data abstraction meant for inclusion in the MOVDRS system(s) within 90 business days after receipt of a monthly death query notification from the DHSS.

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
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4.1.2 The Contractor shall provide preliminary copies of C/ME reports to the DHSS for data abstraction meant for inclusion in the ESOOS system within 30 business days after receipt of a monthly death query notification from DHSS.

4.2 DHSS staff will review submitted C/ME reports for completeness, and will contact the Contractor within 30 days of receipt if the case is not deemed to be complete. A complete C/ME report will contain information pertaining to:

4.2.1 Cause of Death;

4.2.2 Manner of Death;

4.2.3 Mechanism of Death;

4.2.4 Circumstances of Death.

4.3 In the event that a case is considered incomplete, DHSS staff will inform the Contractor. The Contractor and DHSS staff will work together to determine whether the incomplete status can be remedied, and establish an appropriate time frame for doing so, on a case-by-case basis.

4.4 The Contractor shall submit toxicology reports to DHSS within 30 days from the date the Contractor receives the finalized report from the toxicology testing laboratory.

4.5 Data elements to be abstracted by the Department from Contractor-submitted C/ME reports will include, but are not limited to:

4.5.1 Cause of Death;

4.5.2 Manner of Death;

4.5.3 Mechanism of Death;

4.5.4 Circumstances of Death.

5. BUDGET AND ALLOWABLE COSTS

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
SURVEILLANCE OF OPIOID-INVOLVED
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- 5.1 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete ESOOS case and upon approval of all required reports and invoices. The total amount for all ESOOS cases shall not exceed \$4,560.00.
- 5.2 The Department will pay the Contractor a firm, fixed price of \$30 for each submitted complete MOVDRS case and upon approval of all required reports and invoices. The total amount for all MOVDRS cases shall not exceed \$6,900.00.
- 5.3 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6. INVOICING AND PAYMENT

- 6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
 - 6.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due within 60 days following the final day of the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
SURVEILLANCE OF OPIOID-INVOLVED
MORBIDITY AND MORTALITY**

- 6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.5 The Contractor shall submit invoices to:
Missouri Department of Health and Senior Services
Division of Community and Public Health
Office of Epidemiology
P.O. Box 570
Jefferson City, MO 65102-0570
- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
SURVEILLANCE OF OPIOID-INVOLVED
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<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
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- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment B, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees 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.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all

**MISSOURI VIOLENT DEATH REPORTING SYSTEM & ENHANCED STATE
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legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

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- 14.1 The Contractor shall be responsible for assuring that all personnel 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 documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the 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 of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 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/mostatutes/stathtml/28500005301.html?&me=285.530>), 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 should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 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

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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:

- 14.4.1 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
- 14.4.2 Provide to the Missouri Department of Health and Senior Services 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
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

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- 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1 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:
 - 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) 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;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 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;
 - 6.1.4 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;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor’s E.O. #10-24; and
 - 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

CERTIFICATIONS AND SPECIAL PROVISIONS

demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 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 this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.
- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

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.
- 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 Violent Death and Enhanced Opioid Surveillance (Contract Name) 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 Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's 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.

Authorized Business Entity Representative's
Name (Please Print)

Authorized 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; Phone: 888-464-4218; Email: 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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

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)

Authorized Business Entity Representative's
Name (Please Print)

Authorized 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

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. 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.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. 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.
- e. 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.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the 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 equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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 must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 44181	State: 0% \$0.00	Federal: 100% \$11,460.00
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Contract Title: VIOLENT DEATH AND ENHANCED OPIOID SURVEILLANCE**Contract Start:** 4/1/2017 **Contract End:** 8/31/2017 **Amend#:** 00 **Contract #:****Vendor Name:** JACKSON COUNTY MEDICAL EXAMINER**CFDA:** 93.136 **Research and Development:** Y**CFDA Name:** INJURY PREVENTION AND CONTROL RESEARCH AND STATE AND COMMUNITY BASED PROGRAMS**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION**Federal Award:** 1NU17CE924884-01, 6NU17CE924884-01**Federal Award Name:** ENHANCED STATE SURVEILLANCE OF OPIOID-INVOLVED MORBIDITY AND MORTALITY**Federal Award Year:** 2016 **DHSS #:** CE924884-01 **Federal Obligation:** \$4,560.00**CFDA:** 93.136 **Research and Development:** Y**CFDA Name:** INJURY PREVENTION AND CONTROL RESEARCH AND STATE AND COMMUNITY BASED PROGRAMS**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION**Federal Award:** 1NU17CE924853-01, 6NU17CE924853-01**Federal Award Name:** MISSOURI COLLECTING VIOLENT DEATH INFORMATION USING NATIONAL VIOLENT DEATH REPORTING SYSTEM (NVDRS)**Federal Award Year:** 2016 **DHSS #:** CE924853-01 **Federal Obligation:** \$6,900.00

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this project is to collect coroner and medical examiner reports from contracted data providers, which will be abstracted into an anonymous web-based system. The aggregate data will be used to develop and target violence and opioid overdose interventions at local, county, and statewide levels.

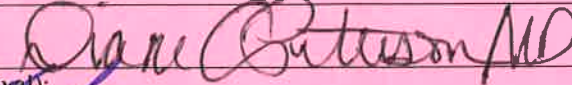


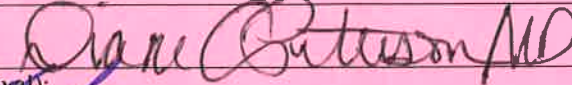


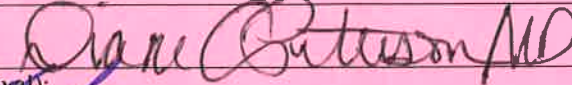


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19490

Sponsor(s): Crystal Williams

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing the cooperative agreement through August 31, 2017 with The Department of Health and Senior Services to receive grant funds payable to Jackson County.</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 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			
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):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Kandi Brooke / Administrative Supervisor / 881-6595</p>												
REQUEST SUMMARY	<p>The JCMEO is requesting resolution to authorize a cooperative agreement with The Department of Health and Senior Services, through August 31, 2017, to receive grant money for statistical reporting of Opioid and Violent Deaths within the Jackson County Medical Examiner's authority. Compensation payable to Jackson County, not to exceed \$11,460.</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> <tr> <td>Department Director:</td><td></td><td>Date: 05/10/2017</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td></td><td>Date: 5/11/17</td></tr> <tr> <td>Division Manager:</td><td></td><td>Date: 5-16-17</td></tr> <tr> <td>County Counselor's Office:</td><td></td><td>Date:</td></tr> </table>	Department Director:		Date: 05/10/2017	Finance (Budget Approval): If applicable		Date: 5/11/17	Division Manager:		Date: 5-16-17	County Counselor's Office:		Date:
Department Director:		Date: 05/10/2017											
Finance (Budget Approval): If applicable		Date: 5/11/17											
Division Manager:		Date: 5-16-17											
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.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Randall W. Williams, MD, FACOG
Director



Res. 19490

Eric R. Greitens
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact Christine James in the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.


Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
 RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Randall W. Williams, MD, FACOG
 Director



Eric R. Greitens
 Governor

The following information should be directed to your Chief Financial Officer:

The Department of Health and Senior Services (DHSS) requires financial assistance contractor/providers to complete the Business Management Assessment (BMA) form each year. The information provided in the BMA and recent audit reports is used to evaluate contractor/provider financial management systems to determine what special terms and conditions, if any, need to be included in the agreement. Factors assessed include, but are not limited to: the contractor/provider's history of managing federal funds, financial stability, management systems, and their ability to carry out program objectives.

If you have not yet completed the Business Management Assessment (BMA) form for this calendar year, please go to <https://health.mo.gov/atoz/bma/index.php> to **complete and submit the information within 15 calendar days**. The form works best when using the Microsoft Internet Explorer browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc. You may find some helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

After you have submitted your information, you can print a hard copy to keep for your records. A confirmation number will be provided, which you should note in case there are questions regarding your submission. **Keep in mind the form is completed only once per year for each federal taxpayer identification number (nine digit number).**

Please note there is not a **Save** feature for the online BMA form. Once you start entering information into the online BMA form, it must be completed. If you have to close out and come back at a later time/date you will have to start the process all over again. Information needed to complete the process:

1. your federal taxpayer ID#;
2. access to any written policies and procedures; and,
3. a copy of your most recently completed audit.

If applicable, a copy of your organization's most recent audit or financial review must be forwarded to DHSS, except Single Audits for organizations with \$750,000 or more in federal expenditures. Single Audit reports must be uploaded to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/> as required by 2 CFR 200 (Uniform Grants Guidance).

Copies of audit reports, plus any additional attachments may be sent:

- via the preferred method, email, to monitoring@health.mo.gov;
- or by fax to 573-526-6049;
- or by regular mail to

Missouri Department of Health and Senior Services
 ATTN: BMA
 Division of Administration
 PO Box 570
 Jefferson City, MO 65102

NOTE: Failure to submit an annual BMA form and your most recent audit may result in your being deemed a high-risk provider. For questions concerning the BMA form, or if you do not have access to the internet, please call 573.751.6104 for assistance.

Updated 03/2017

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

From: Sarah L. Matthes
Sent: Tuesday, May 09, 2017 1:22 PM
To: Kandi L. Brooke <KBrooke@jacksongov.org>; Tedi H. Rowland <TRowland@jacksongov.org>
Cc: Diane Peterson <DPeterson@jacksongov.org>; Dianna Siefert <DSiefert@jacksongov.org>
Subject: RE: MO Dept. of Health Violent Death and Opioid Surveillance Contracts

There was no confirmation per se. But I have a confirmation number I can give you. It is 100000473 and I completed it on 4/17/17.

Thank you,

Sarah

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$3,445.00 within the 2017 Anti-Drug Sales Tax Fund for the furnishing of a summer educational program at the Jackson County Family Court Juvenile Detention Center.

RESOLUTION NO. 19491, May 22, 2017

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Family Court Juvenile Detention Center has submitted a funding request for a summer educational and life skills program for youth in the Jackson County Family Court's Juvenile Detention Center, to be provided by Youth Ambassadors, Inc., at a cost to the County not to exceed \$3,445.00; and,

WHEREAS, this program will run June 5, 2017, through August 4, 2017; and,

WHEREAS, this program meets the mission and goals of COMBAT within Jackson County; and,

WHEREAS, a transfer is needed to place these funds into the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2017 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund COMBAT			
008-4401	56080 – Other Professional Svs	\$3,445	
Anti-Drug Sales Tax Fund Family Court			
008-2101	57210 – Recreation Supplies		\$3,445

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. 19491 of May 22, 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

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

ACCOUNT NUMBER: 008 4401 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Administration
Other Professional
NOT TO EXCEED: \$3,445.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

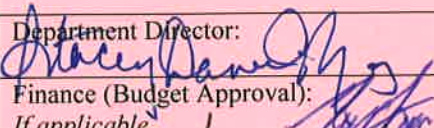

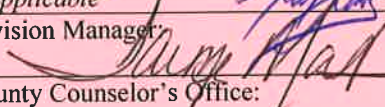
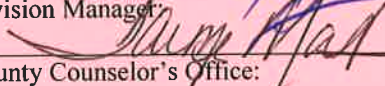
Completed by County Counselor's Office:

Res/Ord No.: 19491

Sponsor(s): Dan Tarwater III

Date: May 22, 2017

SUBJECT	<p>Action Requested X Resolution Ordinance</p> <p>Project/Title: <u>A resolution transferring \$3,445.00 within Jackson County's Anti-Drug Sales Tax Fund for the funding of a summer educational school program at the Jackson County Family Court's Juvenile Detention Center.+</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>\$3,445.00</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>\$3,445.00</td></tr> <tr> <td>Amount budgeted for this item *:</td><td>\$3,445.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td></td></tr> <tr> <td> From: 008-4401-56080- COMBAT Professional Services </td><td>\$3,445.00</td></tr> <tr> <td> To: 008-2101-57210- Family Court Recreational Supplies </td><td>\$3,445.00</td></tr> <tr> <td></td><td></td></tr> </table> <p>• If account includes additional funds for other expenses, total budgeted in the account is:\$145,300.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$164,000.00 Prior Year Actual Amount Spent (if applicable): \$108,288.62</p>	Amount authorized by this legislation this fiscal year:	\$3,445.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$3,445.00	Amount budgeted for this item *:	\$3,445.00	Source of funding (name of fund) and account code number		From: 008-4401-56080- COMBAT Professional Services	\$3,445.00	To: 008-2101-57210- Family Court Recreational Supplies	\$3,445.00		
Amount authorized by this legislation this fiscal year:	\$3,445.00																
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To: 008-2101-57210- Family Court Recreational Supplies	\$3,445.00																
PRIOR LEGISLATION	<p>Prior resolutions and (date): Prior resolutions and (date):</p>																
CONTACT INFORMATION	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>																
REQUEST SUMMARY	<p>A resolution transferring \$3,445.00 within Jackson County's Anti-Drug Sales Tax Fund, for funding a summer educational school program at the Jackson County Family Court's Juvenile Detention Center.</p> <p>Background: The Anti-Drug Sales Tax fund authorizes the County to execute agreements and contracted service for the purpose of providing anti-violence initiatives in the community.</p> <p>Youth Ambassadors</p> <p>is an educational program to empower underserved teenage youth with important life skills, creative expression and adult mentors who will help them become future community leaders. Youth Ambassadors will conduct summer school for youth in the Jackson County Family Court's Juvenile Detention Center. Students will attend two classes daily, these classes of Life Skills, Social Support and Social Emotional Learning will provide the tools needed for developing the students' social/emotional competencies, knowledge, attitudes and behaviors that will be need to manage solution, relationships, interpersonal problems and help with effective, ethical and positive decisions.</p> <p>This program will begin June 5, 2017 and will run for 8 weeks.</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: 	Date: 5-11-2017
	Finance (Budget Approval): If applicable 	Date: 5/11/17
	Division Manager: 	Date: 5-16-17
	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.

Fiscal Note:

Jackson County, Missouri

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

Date: May 17, 2017

RES # 19491

Department / Division	Character/Description	From	To
Anti Drug Sales Tax Fund - 008			
4401 - COMBAT Admin	56080 - Other Professional Svcs	3,445	
2101 - Family Court	57210 - Recreation Supplies		3,445
		3,445	3,445

Budget Office



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

**Family Court Detention Center
625 E. 27th Street
Kansas City, MO 64108**

**Theresa L. Byrd
Deputy Court Administrator
Family Court Division**

**Telephone: 816-435-4850
Facsimile: 816-435-4844**

To: Stacey Daniells-Young, PHD

Date: May 11, 2017

RE: Summer School Proposal for Jackson County Family Court Detention Center

Due to changes in programming and funding, the Kansas City School District will not be providing summer school to residents of the Jackson County Juvenile Detention Center. Our hope is to engage Youth Ambassadors to provide much needed life skills and social supports for our residents throughout the summer months.

Youth Ambassadors is an educational program designed to assist community backed organizations to fight against drug use and related crimes. The organization strives to prevent drug usage, provide drug treatment, and assist law enforcement efforts to combat illegal drug activity. Youth Ambassadors also seeks to engage underserved teenage youth with important life skills, creative expression and adult mentors. One of the primary goals is to help youth become future community leaders that are willing and able to work for positive change.

If funding is approved, our residents will participate in daily classes that address life skills and social supports through writing and art. Youth Ambassadors uses a Social Emotional Learning (SEL) based curriculum, which is a process of developing students' social-emotional competencies; building the knowledge, skills, attitudes, and behaviors needed to manage challenges, build relationships, solve interpersonal problems and make effective and ethical decisions (Payton et al., 2000).

Life Skills classes teach cognitive coping and processing skills. Topics covered include financial responsibility, anger management, crisis resolution, goal setting, smart choices, healthy relationships, time management and personal resilience. Through writing youth examine their past and current realities. By sharing their written work students are exposed to multiple approaches to solving real-life problems while building communication skills. In Art Class, students' cognitive skills are developed through reasoning, perception, imagination, inventiveness and creativity. The curriculum provides exposure to a variety of mediums that include; creative expression; art history; photography; technical skills and art therapy.

We see a partnership with Youth Ambassadors as one mechanism to facilitate personal growth and change in our clients. Mentors provide a real-world alternative that demonstrate different decision making can have a positive impact both in the resident's current experience and future experiences after they leave our care.

Budget

Teacher(s):	Two (2)	
Length of time:	8 weeks (June 10, 2017 – August 4, 2017)	
Pay	2 teachers * 8 weeks @ 10 hours per week @ \$20 hours = 3200	
FICA	Total hours *.765	+245
		Total <u>3445</u>

Thank you for your time and consideration of our request. If we can provide any additional information to assist in your decision process, please do not hesitate to contact my office and I will ensure that someone will promptly respond to any need you may have.

Respectfully Submitted,

Theresa Byrd, Deputy Court Administrator

Cc: Diana Turner, Director of Residential Services
Tyra Sanders, Detention Superintendent

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN RESOLUTION transferring \$279,123.00 within the 2017 Grant Fund and authorizing the County Executive to execute an amendment to the 2016 SMART Prosecution Grant and a Cooperative Agreement with Ryan Samuelson of Kansas City, MO, to serve as the Community Engagement Coordinator of the East Patrol Pilot Project, at a cost to the County for 2017 not to exceed \$7,650.00, and a two-year total cost of \$24,000.00.

RESOLUTION NO. 19492, May 22, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4925, dated October 31, 2016, the Legislature did authorize the acceptance of the SMART Prosecution Grant received from the U.S. Department of Justice for use by the Prosecuting Attorney's Office; and,

WHEREAS, the Smart Prosecution Initiative is a federal program designed to bring a strategic approach to criminal justice operations by using innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs; and,

WHEREAS, a portion of the grant is to be used to provide funding for a Community Engagement Coordinator for the East Patrol Pilot Project to assist with geographic-based prosecution in Kansas City's most violent areas; and,

WHEREAS, the Prosecuting Attorney's Office has requested, and the U.S. Department of Justice has agreed, to an amendment to reallocate grant funds to provide for a Cooperative Agreement for the Community Engagement Coordinator; and,

WHEREAS, the Prosecuting Attorney recommends the execution of an agreement with Ryan Samuelson to serve as the Community Engagement Coordinator within the SMART Prosecution Grant team at a 2017 cost to the County not to exceed \$7,650.00, and a two-year total cost of \$24,000.00; and,

WHEREAS, the Community Engagement Coordinator will be responsible for building alliances between East Patrol-based prosecutors, community members, neighborhood associations, and other key community institutions in a coordinated effort between the Prosecuting Attorney's Office and the Kansas City Police Department's SMART Policing Grant; and,

WHEREAS, a transfer is necessary to place the grant funds in the appropriate spending account to fund this agreement; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfers within the 2017 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
SMART Prosecution			
010-4110	55010 – Salary	\$206,000	
010-4110	55040 – FICA	\$ 15,759	
010-4110	55050 – Pension	\$ 27,364	
010-4110	55060 – Insurance	\$ 30,000	
010-4110	56790 – Other Contractual		\$260,000
010-4110	57010 – Office Supplies		\$ 2,123

010-4110	58170 – Other Equipment	\$ 7,000
010-4110	56140 – Travel	\$ 10,000
and,		

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an amendment to the SMART Prosecution Grant with the U.S. Department of Justice; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute a Cooperative Agreement with Ryan Samuelson of Kansas City, MO, to serve as the Community Engagement Coordinator, 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 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. 19492 of May 22, 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

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

ACCOUNT NUMBER: 010 4110 55010
ACCOUNT TITLE: Grant Fund
SMART Prosecution Grant
Salary
NOT TO EXCEED: \$206,000.00

ACCOUNT NUMBER: 010 4110 55040
ACCOUNT TITLE: Grant Fund
SMART Prosecution Grant
FICA
NOT TO EXCEED: \$15,759.00

ACCOUNT NUMBER: 010 4110 55050
ACCOUNT TITLE: Grant Fund
SMART Prosecution Grant
Pension
NOT TO EXCEED: \$27,364.00

ACCOUNT NUMBER: 010 4110 55060
ACCOUNT TITLE: Grant Fund
SMART Prosecution Grant
Insurance
NOT TO EXCEED: \$30,000.00

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

ACCOUNT NUMBER: 010 4110 56790
ACCOUNT TITLE: Grant Fund
SMART Prosecution Grant
Other Contractual
NOT TO EXCEED: \$24,000.00

May 18, 2017
Date


Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19492

Sponsor(s): Alfred Jordan

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution transferring \$279,123 in the 2017 Grant Fund and authorizing an amendment to the 2016 SMART Prosecution Grant awarded to Jackson County Prosecutor's Office by the Department of Justice-Office of Justice Program. Authorizing the County Executive to execute a Cooperative Agreement with Ryan Samuelson, of Kansas City, MO to serve as the Community Engagement Coordinator for the East Patrol pilot, at a cost of to the County not to exceed \$24,000 over the two year grant award period.</u></p>																												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Amount authorized by this legislation this fiscal year:</td> <td style="width: 40%; text-align: right;">\$279,123</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$279,123</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FROM:</td> <td style="width: 50%;">FROM ACCT</td> </tr> <tr> <td>010 – Grant Fund; 2016 SMART Prosecution Grant; 55010 – Regular Salary</td> <td style="text-align: right;">\$206,000</td> </tr> <tr> <td>010 – Grant Fund; 2016 SMART Prosecution Grant; 55040 – FICA</td> <td style="text-align: right;">\$15,759</td> </tr> <tr> <td>010 – Grant Fund; 2016 SMART Prosecution Grant; 55050 – Pension</td> <td style="text-align: right;">\$27,364</td> </tr> <tr> <td>010 – Grant Fund; 2016 SMART Prosecution Grant; 55060 – Insurance</td> <td style="text-align: right;">\$30,000</td> </tr> <tr> <td>TO:</td> <td>TO ACCT</td> </tr> <tr> <td>010 – Grant Fund; 2016 SMART Prosecution; 56790 – Other Contractual Services</td> <td style="text-align: right;">\$260,000</td> </tr> <tr> <td>010-Grant Fund; 2016 SMART Prosecution Grant; 57010 Office Supplies</td> <td style="text-align: right;">\$2,123</td> </tr> <tr> <td>010-Grant Fund; 2016 SMART Prosecution Grant 58170 Other Equipment</td> <td style="text-align: right;">\$7,000</td> </tr> <tr> <td>010-Grant fund; 2016 SMART Prosecution Grant 56140 Travel</td> <td style="text-align: right;">\$10,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p>	Amount authorized by this legislation this fiscal year:	\$279,123	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$279,123	Amount budgeted for this item * (including transfers):	\$	FROM:	FROM ACCT	010 – Grant Fund; 2016 SMART Prosecution Grant; 55010 – Regular Salary	\$206,000	010 – Grant Fund; 2016 SMART Prosecution Grant; 55040 – FICA	\$15,759	010 – Grant Fund; 2016 SMART Prosecution Grant; 55050 – Pension	\$27,364	010 – Grant Fund; 2016 SMART Prosecution Grant; 55060 – Insurance	\$30,000	TO:	TO ACCT	010 – Grant Fund; 2016 SMART Prosecution; 56790 – Other Contractual Services	\$260,000	010-Grant Fund; 2016 SMART Prosecution Grant; 57010 Office Supplies	\$2,123	010-Grant Fund; 2016 SMART Prosecution Grant 58170 Other Equipment	\$7,000	010-Grant fund; 2016 SMART Prosecution Grant 56140 Travel	\$10,000
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	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	
PRIOR LEGISLATION	Prior ordinances and (date): 4925, Oct. 31, 2014 Prior resolutions and (date):	
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Gina Robinson, Chief of Operation, 881-3369	
REQUEST SUMMARY	<p>A Resolution transferring \$279,123 from salary and benefit line items to contractual services (\$260,000), supplies (\$2,123), equipment (\$7,000) and travel (\$10,000) as authorized through an amendment to the SMART Prosecution Grant awarded to the Jackson County Prosecutor's Office by the Department of Justice-Office of Justice Programs. This grant was awarded to the Jackson County Prosecutor's Office to assist with geographic based prosecution pilot project in Kansas City's most violent area, the Kansas City Police Department's East Patrol District (East Zone).</p> <p>Additionally, authorizing the County Executive to execute a Cooperative Agreement with Ryan Samuelson to perform community engagement work/activities in East Patrol. The annual cost of the cooperative agreement is \$12,000 and over a two year period. The funding source is allocated in Other Contractual Services-56790.</p> <p>This grant expires 9/30/2018.</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)	
ATTACHMENTS	Award, MOU, Budgets Award Adjustment Approval, Revised Budget, Job Description & Resume	
REVIEW	Department Director: Juan Peters Baker Finance (Budget Approval): Saul M... If applicable Division Manager: [Signature] County Counselor's Office:	Date: 5/16/17 Date: 5/16/17 Date: 5/16/17 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.

Supplemental Appropriation Request Jackson County, Missouri

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

Date: May 16, 2017

RES # 19492

Department / Division	Character/Description	From	To
Grant Fund - 010			
4110 - SMART Prosecution	55010 - Salary	206,000	
4110 - SMART Prosecution	55040 - FICA	15,759	
4110 - SMART Prosecution	55050 - Pension	27,364	
4110 - SMART Prosecution	55060 - Insurance	30,000	
4110 - SMART Prosecution	56790 - Other Contractual		260,000
4110 - SMART Prosecution	57010 - Office Supplies		2,123
4110 - SMART Prosecution	58170 - Other Equipment		7,000
4110 - SMART Prosecution	56140 - Travel		10,000
		<u>\$ 279,123</u>	<u>\$ 279,123</u>

This expenditure is included in the above transfer:

4110 - SMART Prosecution	56790 - Other Contractual		24,000

 5/16/17
Budgeting


 US DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Jackson County Missouri Prosecutor's Office	Project Period:	10/01/2016 - 09/30/2018	GAN Number:	005
Grantee Address:	415 East 12th Street, Floor 11 Kansas City, 64106	Program Office:	BJA	Date:	04/13/2017
Grantee DUNS Number:	80-909-4092	Grant Manager:	Melanie Davis		
Grantee EIN:	44-6000524	Application Number(s):	2016-H1015-MO- YX		
Vendor #:	446000525	Award Number:	2016-YX-BX-0004		
Project Title:	Smart Prosecution Initiative	Award Amount:	\$350,000.00		

Removal of Special Conditions Related to Financial Clearance

Supplement 00

	Special Condition Number	Special Condition Title	Status
<input checked="" type="checkbox"/>	Special Condition 32	Conditional clearance available travel funds	Inactive

Current Grantee Budget

Categories	Total
A. Personnel	\$0
B. Fringe Benefits	\$0
C. Travel	\$10000
D. Equipment	\$7000
E. Supplies	\$3000
F. Construction	\$0
G. Contractual	\$330000
H. Other	\$0
TOTAL DIRECT COST	\$350000
INDIRECT COST	\$0
TOTAL PROJECT COST	\$350000
FEDERAL FUNDS APPROVED	\$350000
NON-FEDERAL FUNDS APPROVED	\$0
PROGRAM INCOME	\$0

*Required Justification for Removal

Match is not required for this grant program.

The line item labeled "Contractual" may include contracts, subawards, or consultants.

Attachments:

None

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OC - Accounting Supervisor	HinesA	04/13/2017 2:47 PM
Submitted	OCFMD - Supervisor	porterd	04/12/2017 4:10 PM
Draft	OCFMD - Financial Analyst	porterd	04/12/2017 4:10 PM

**Jackson County Prosecutor's Office SMART Prosecution Grant
Federal Budget Summary
2016-YX-BX-0004**

Contracts

Community Victim Advocate	38,000	\$76,000
Research Partner	70,000	\$70,000
Community Engagement Person	12,000	\$24,000
Restorative Justice Diversion	30,000	\$60,000
Abandoned Housing Project	15,000	\$30,000
Victim & Community Advocacy	35,000	\$70,000

Cost for Award Period**\$330,000**

Travel	\$	10,000	\$	10,000
Supplies		3,000		3,000
Equipment		7,000		7,000
Grand Total		<u>10,000</u>		\$350,000

Community Engagement Coordinator

Job Description:

The Community Engagement Coordinator ("CEC") will work with the SMART Prosecution Grant team. He will divide time with the Kansas City Police Department's SMART Policing Grant. The CEC will spend eight hours per week, at a rate of \$28.85 per hour, working on projects for the SMART Prosecution Grant. He will be responsible for building alliances between East Patrol-based prosecutors and community members, neighborhood associations and other key community institutions. Toward these ends, the coordinator will also direct a social media campaign highlighting positive things the Prosecutor's Office are doing in East Patrol. The CEC will help identify key community crime concerns, communicate East Patrol Prosecution team goals and strategies to reduce crime, as well as inform the community of prosecution efforts and engage victims and witnesses.

Service Deliverables:

1. Attend meetings with key community actors in East Patrol, including relevant neighborhood associations.
2. Meet with victimized neighbors when needed.
3. Direct social media campaign, including gathering and disseminating media highlighting positive efforts by the Prosecutor's Office in East Patrol.

RYAN A. SAMUELSON
rsamuelson@jacksongov.org
 (402) 651-3667

EDUCATION

M.S. Criminology and Criminal Justice, Arizona State University, 2009
 B.A. English, Drake University, 2007

TEACHING EXPERIENCE

University of Missouri-Kansas City

Undergraduate Courses

CJC101, Introduction to Criminal Justice (in-person)
 CJC240, Delinquency and Juvenile Justice (in-person)
 CJC280, Gangs and Crime (online)
 CJC354, Police and Society (in-person)

Minnesota School of Business

Undergraduate Courses

CJ105, Introduction to Criminal Justice (in-person and online)
 CJ205, Introduction to Juvenile Justice (in-person and online)
 CJ215, Investigation: Processes and Procedures (in-person)
 CJ220, Security: Private, Local, State and Federal Governments (in-person)
 CJ275, Evidence-based Corrections (in-person and online)
 CJ285, Special Populations in Criminal Justice (in-person)
 CJ290, Security Threat Groups in Criminal Justice (in-person)
 CJ300, Community Policing (in-person)
 CJ311, Comparative Criminal Justice Systems (in-person and online)
 CJ320, Correctional Counseling (in-person)
 CJ331, Criminal Justice Administration (in-person and online)
 CJ340, Drugs, Society and Criminal Justice (in-person and online)
 CJ350, Probation and Parole (in-person)
 CJ360, Victimology (in-person and online)
 CJ370, Cybercrime (in-person and online)
 CJ400, Contemporary Issues in Criminal Justice (in-person)
 CJ410, Cultural Diversity (in-person)
 CJ430, Terrorism and Homeland Security (in-person and online)
 CJ480, Criminal Justice Capstone (in-person and online)
 CJ499, Criminal Justice Internship (in-person)

Arizona State University

Graduate Courses

Guest lecturer for Dr. Cassia Spohn, PhD - CRJ 518, Race/Ethnicity, Crime, & Justice

Drake University

Undergraduate Courses

Guest lecturer for Dr. Carol Spaulding-Kruse, PhD - Honors 100, Paths to Knowledge

PROFESSIONAL EXPERIENCE

Community Initiatives Coordinator

2015 – Current

Byrne Criminal Justice Innovation (BCJI) program (Kansas City, MO)

- Analyzes crime problem and works to prevent and reduce crime through problem-oriented responses.
- Provides crime prevention education, conducts physical site assessments, sustainability planning and Crime Prevention Through Environmental Design (CPTED) recommendations.
- Builds collective efficacy by facilitating Community Response Team (CRT) meetings and initiatives, conducts community outreach, administers community surveys and coordinates community activation.
- Liaises with community leaders, neighborhood associations, nongovernmental organizations, Kansas City, MO Police Department (KCPD), Jackson County Prosecutor's Office, University of Missouri-Kansas City (UMKC), Greater Kansas City Local Initiative Support Corporation (LISC), Center for Conflict Resolution (CCR), Kansas City Crime Commission, Mayor's Office, City of Kansas City, MO, U.S. Attorney's Office in the Western District of Missouri, City Prosecutor's Office, Missouri Board of Probation and Parole, U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Federal Bureau of Investigation (FBI), U.S. Department of Homeland Security, and U.S. Marshalls Service.
- Maintains proactive relationship with media, writes press releases, media advisories and social media content, and coordinates all media contacts with community members and agency representatives.

- Pursues funding, manages and coordinates grant proposals and oversees all elements of event planning and execution.
- Member of Kansas City Area Transportation Authority (KCATA) Prospect MAX Advisory Committee.
- Prospect Business Association (PBA) Public Safety Committee chair.

Research and Development Associate

2014

Kansas City No Violence Alliance (NoVA) (Kansas City, MO)

- Pending grant proposals for:
 - BJA Violent Gang & Gun Crime Reduction Program-Project Safe Neighborhoods (\$300,000, 2 years).
 - NIJ Research on Sentinel Events and Criminal Justice System Errors (\$150,000, 2 years).
 - BJA Smart Prosecution Initiative (\$425,000, 2 years).
- Gather, analyze and interpret data for *Teens in Transition*, a diversionary life-skills program serving gang affiliated youth and youth at risk of perpetrating or becoming a victim of violent crime.

Community Based Solutions Officer

2014

Alianza Arkana (Pucallpa, Peru)

- Coordinated the "Creative Recycling with Plastics" program that collects, repurposes and sells excess plastic and unrecyclable trash in the form of eco-bricks, garden benches, composting toilets and eco-plan.
- Facilitated community developed best practices and distributed recycling information to residents while managing construction development and volunteers.

Program Development and Strategy Coordinator

2014

Centro Cultural de Montaña (Cusco, Peru)

- Designed, implemented and assessed comprehensive after school curriculum for over 175 children.
- Utilized institutional capacity building to develop student recruitment, while assisting with grant writing and fund development.

Criminal Justice Program Chair

2010 - 2014

Minnesota School of Business (Minneapolis, MN)

- Developed and supported service and applied learning initiatives, accreditation requirements, curriculum, online learning, grading rubrics, classroom delivery standards, program engagement, relevance and administration, while maintaining professional networking responsibilities with community partners and stakeholders.
- Maintained a caseload of 150+ students, sustained and audited individual graduation status reports, counseled students on academic, career, personal/social development, and provided intervention services when needed.
- Conducted program evaluation, statistical analyses of evidence-based best practices, and training for the Faculty Development Committee (FDC) and Advancement Via Individual Determination (AVID) program.
- Established the Program Advisory Committee (PAC), Criminal Justice Club (CJC), Student Government Relations Team (SGRT), Veteran Friendly Campus, and numerous Corporate Alliances.
- Developed and implemented the Minnesota School of Business Emergency Management Plan.
- Conceived, created and maintained website content and the Criminal Justice Blog, while overseeing social media communication.

Policy Consultant

2012 - 2013

Don Samuels For Mayor (Minneapolis, MN)

- Researched national and regional crime statistics, government spending, and policy standards, and developed concise, informed talking points for mayoral political debates.
- Researched national institutional standards, analyzed best practices, and produced deliverables revealing findings across the areas of public safety, corrections, policing and community supervision for the city council member.

Ghostwriter, Research Consultant

2011 - 2012

- Traveled throughout Czech Republic, Slovakia, Austria, Poland, Lithuania, Latvia, Estonia, Finland, Sweden, and Norway researching post-traumatic stress disorder (PTSD), interviewing various members of armed forces, and writing on behalf of an Army infantryman who suffers from PTSD for *Shell Shock / Culture Shock*.

Private Tutor / English Instructor

2007 - 2014

- Tutored a variety of subjects (math, science, Spanish, reading and writing) for youth ranging from pre-kindergarten to high school, young adults, and adult students in Phoenix, AZ and Minneapolis, MN.
- English language instructor for youth, teens, adults and business professionals in Colombia, Bolivia, Peru, Dominican Republic, Philippines, Indonesia, and Thailand.

Graduate Research / Teaching Assistant

2007 - 2009

Arizona State University School of Criminology & Criminal Justice (Phoenix, AZ)

- Examined the spatial dynamics of segregation and violence in US cities (Fornango, Robert, 2010. "Spatial Segregation and Homicide Rates: Assessing New Developments in Measurement." Presented at the *American Society of Criminology* meetings: San Francisco, CA, Nov.).
- Teaching Assistant to Dr. Rob Kane, PhD for CRJ 304, Criminology and Dr. Michael White, PhD for CRJ 230, The Police Function.
- Coordinated a survey study (n=1,052) examining the motivations for entering police work and job satisfaction.
- Compiled literature reviews on gang mapping, police discretion, illegal immigration, drug markets, drug purchasing, probation and parole, and public perceptions of illegal immigration.

ACCOMPLISHMENTS

- Faculty Certification in Online Teaching and Learning. University of Missouri-Kansas City, Nov., 2015.
- 24 hours of Mediation training, 16 hours of Interpersonal Conflict Resolution training. Center for Conflict Resolution, May 2015.
- Functional proficiency with written and spoken Spanish.
- Offender Employment Specialist. Minnesota Department of Corrections, July, 2012.
- Business Emergency and Risk Management (BERM). Metropolitan Emergency Managers' Association (MEMA), Feb., 2013.
- A.L.I.C.E. Active Shooter Response Trainer. Response Options, May, 2013.
- Member of the Minnesota Second Chance Coalition, Restorative Justice Board for 180 Degrees, Inc. and the Fundraising Committee for Minnesota International NGO Network (MINN) (2011-2014).
- Volunteer English, math, reading and technology teacher at the English Learning Center. Minneapolis, MN (2011).
- Founding member of the Arizona State Criminology & Criminal Justice Graduate Student Association (CCJ GSA).
- Drake University Writing Center Trainer, oriented new tutors to the Writing Center, assisted in the creation and presentation of materials for the orientation class, and tutored writing workshop clients.

PRESENTATIONS

- "CPTED for the 21st Century: Understanding How the Physical, Social and Economic Environment Influences Crime." Webinar presentation for Byrne Criminal Justice Innovation and LISC: online, Dec. 6, 2016.
- "Collaborating with Communities" and "Perspectives from Community Leaders." Presentation at the Smart Policing Initiative (SPI) Comprehensive Collaboration Workshop: Kansas City, MO, Apr. 26-27, 2016.
- "Creating a Student Veteran Friendly Campus." Presentation at the 2012 Minnesota School of Business Regional In-Service: Minneapolis, MN, Mar. 9, 2012.
- "The Nature of Charging and Plea Bargaining for Federal Drug Offenders." Thesis presentation at Arizona State University: Phoenix, AZ, Apr. 24, 2009.
- "He Said, She Said: An Assessment of Victim/Offender Accounts of Sexual Assault." Presentation at the *American Society of Criminology* meetings: St. Louis, MO, Nov. 13, 2008.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$100,155.00 within the 2017 General Fund and awarding a contract for an assessment of needed improvements to the elevators within the Downtown Kansas City Courthouse and Detention Center, for use by the Facility Management Division of the Public Works Department to Van Deusen & Associates of St. Louis, MO, under the terms and conditions of Invitation to Bid No. 12-17, at an actual cost to the County not to exceed \$100,155.00.

RESOLUTION NO. 19493, May 22, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the County has a need for improvements to the elevators located at the Downtown Kansas City Courthouse and Detention Center; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 12-17 for the furnishing of an assessment of the needed improvements to these elevators; and,

WHEREAS, a total of sixteen notifications were distributed and two responses were received and evaluated as follows:

<u>BIDDER</u>	<u>POINTS</u>
Van Deusen & Associates St. Louis, MO	95
Elevator Consulting Services Seattle, WA	90

and,

WHEREAS, the Director of Finance and Purchasing recommends that award be made

to Van Deusen & Associates of St. Louis, MO, as the lowest and best bidder as set forth in the attached recapitulation and analysis; and,

WHEREAS, a transfer is necessary to place the funds required for these services in the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2017 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Non-Departmental			
001-5101	58020 – Buildings & Improve	\$100,155	
001-5101	56790 – Other Contractual		\$100,155

and,

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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19493 of May 22, 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

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

ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non-Departmental
Building and Improvements
NOT TO EXCEED: \$100,155.00

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

ACCOUNT NUMBER: 001 5101 56790
ACCOUNT TITLE: General Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$100,155.00


Date


Chief Financial Officer

Memorandum

To: Barbara Casamento, Purchasing Supervisor
 From: Brian Gaddie P.E., Director of Public Works
 Date: April 26, 2017
 Re: RFP 12-17 Committee Evaluation and Recommendation

On March 21, 2017, Jackson County Finance and Purchasing Department received two qualified responses to the Request for Proposals 12-17 for Elevator Assessment and Bid Preparation for the Downtown Courthouse, and Corrections Department. The two responses were submitted by the following firms: Van Deusen & Associates (VDA), and Elevator Consulting Services (ECS).

An Evaluation Committee was composed from the following Departments: Administration, Corrections, and Public Works.

The Committee's composite evaluation scores and ranking of firms based on RFP submissions:

Firm Name	Proposed Method of Performance	Qualifications/Experience	References	Pricing	Total Score	Ranking
	30 pts. Max.	30 pts. Max	10 pts. Max	30 pts. Max	100 pts. Max	1 being best
VDA	30	30	10	25	95	1
ECS	25	25	10	30	90	2

Based on the qualifications/experience of the consultant team, the necessity of the scope of work, and the reasonableness of the fee proposal, we recommend that VDA be awarded the contract for RFP 12-17 at a total fee not to exceed \$100,155.00. Note: The fee was negotiated down from the submitted fee as part of the contracting phase.

Attached for your use is the agreement with VDA with the appropriate attachments.

Let me know if you have any questions.

REQUEST FOR LEGISLATIVE ACTION


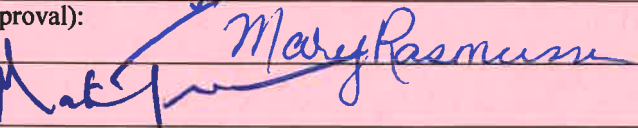
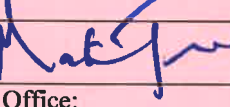
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19493

Sponsor(s): Greg Grounds

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$100,155.00 within the General Fund and awarding a contract to Oversee the Design and Modernization of the Elevators within the Jackson County Courthouse and to Assess and Recommend Actions for the Elevators at the Jackson County Detention Center to Van Deusen & Associates of St. Louis, Missouri under the terms and conditions of Request for Proposal No. 12-17.</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>\$100,155.00</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>\$100,155.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$100,155.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements</td><td>\$100,155.00</td></tr> <tr> <td>TRANSFER TO: 001-5105-56790 General Fund, Non-Departmental, Other Contractual Services</td><td>\$100,155.00</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:	\$100,155.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$100,155.00	Amount budgeted for this item * (including transfers):	\$100,155.00	Source of funding (name of fund) and account code number:		TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$100,155.00	TRANSFER TO: 001-5105-56790 General Fund, Non-Departmental, Other Contractual Services	\$100,155.00				
Amount authorized by this legislation this fiscal year:	\$100,155.00																		
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Total amount authorized after this legislative action:	\$100,155.00																		
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TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$100,155.00																		
TRANSFER TO: 001-5105-56790 General Fund, Non-Departmental, Other Contractual Services	\$100,155.00																		
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																		
REQUEST SUMMARY	<p>Jackson County, Missouri requires a contract to Oversee Design and Modernization of Elevators within the Jackson County Courthouse and to Assess and Recommend Actions for the Elevators at the Jackson County Detention Center. In response to the requirements, the Purchasing Department issued Request for Proposal No. 12-17.</p> <p>A total of sixteen notifications were distributed and two responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>Description</th><th>Van Deusen & Associates St. Louis, Missouri</th><th>Elevator Consulting Services Seattle, Washington</th></tr> </thead> <tbody> <tr> <td>Proposed Method of Performance 30 Points</td><td>30</td><td>25</td></tr> <tr> <td>Qualifications/Experience 30 Points</td><td>30</td><td>25</td></tr> <tr> <td>References 10 Points</td><td>10</td><td>10</td></tr> <tr> <td>Pricing 30 Points</td><td>25</td><td>30</td></tr> <tr> <td>Total Points</td><td>95</td><td>90</td></tr> </tbody> </table>	Description	Van Deusen & Associates St. Louis, Missouri	Elevator Consulting Services Seattle, Washington	Proposed Method of Performance 30 Points	30	25	Qualifications/Experience 30 Points	30	25	References 10 Points	10	10	Pricing 30 Points	25	30	Total Points	95	90
Description	Van Deusen & Associates St. Louis, Missouri	Elevator Consulting Services Seattle, Washington																	
Proposed Method of Performance 30 Points	30	25																	
Qualifications/Experience 30 Points	30	25																	
References 10 Points	10	10																	
Pricing 30 Points	25	30																	
Total Points	95	90																	

	<p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract to Oversee Design and Modernization of Elevators within the Jackson County Courthouse and to Assess and Recommend Actions for the Elevators at the Jackson County Detention Center to Van Deusen & Associates of St. Louis, Missouri under the terms and conditions of Request for Proposal No. 12-17 as the best proposal received. After the selection of the best proposal, pricing was negotiated and is included in the Award Recommendation.</p> <p>The Director of Finance and Purchasing also requests the transfer of \$100,155.00 within the General Fund as follows:</p> <table> <thead> <tr> <th></th><th>FROM:</th><th>TO:</th></tr> </thead> <tbody> <tr> <td>001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements</td><td>\$100,155.00</td><td></td></tr> <tr> <td>001-5101-56790 General Fund, Non-Departmental, Other Contractual Services</td><td></td><td>\$100,155.00</td></tr> </tbody> </table>			FROM:	TO:	001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$100,155.00		001-5101-56790 General Fund, Non-Departmental, Other Contractual Services		\$100,155.00
	FROM:	TO:									
001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$100,155.00										
001-5101-56790 General Fund, Non-Departmental, Other Contractual Services		\$100,155.00									
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS	The Abstract of Bids Received, the Award Recommendation documents and the pertinent pages of Van Deusen & Associates proposal.										
REVIEW	Department Director: 	Date: 5/17/17									
	Finance (Budget Approval): <i>If applicable</i> 	Date: 5/18/17									
	Division Manager: 	Date: 5/17/17									
	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.

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

RES # 19493

Mary Rasmussen
Budget Office

**Request for Proposal No. 12-17
Elevator Consultant
Opens: 2:00 PM, CST on 3/21/17**

Request for Proposal No. 12-17 Elevator Consultant Opens: 2:00 PM, CST on 3/21/17				ECS		VDS		AMOUNT		AMOUNT		AMOUNT	
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Base Bid			See bid	See bid								

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED
ON: March 24, 2017 BY
[Signature]
CLERK OF THE LEGISLATURE
Zorobabel Casamont
PURCHASING

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

ON: 11 March 21, 2017 BY:

CLERK OF THE LEGISLATURE

PURCHASING

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$2,856.00 within the 2017 General Fund and authorizing an increase to the contract with Legal Files Software of Springfield, IL, for the furnishing of additional licenses for the Legal Files Case and Matter Management System for use by the Office of County Counselor, at an additional cost to the County not to exceed \$2,856.00.

RESOLUTION NO. 19494, May 22, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 17684, dated September 26, 2011, the Legislature did award a contract for Legal Files Case and Matter Management System services for use by the Office of County Counselor to Legal Files Software, of Springfield, Illinois, as a sole source purchase, at a cost to the County not to exceed \$67,914.00; and,

WHEREAS, subsequent resolutions have authorized additional licenses and related services for the Legal Files Software for use by the County Counselor's Office, at an additional cost; and,

WHEREAS, the Office of the County Counselor has a need to purchase two additional licenses for attorneys in its office for the proprietary Legal Files Case Management System, at an additional cost to the County not to exceed \$2,856.00; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased, such as the required proprietary software licenses, can be obtained from only one source; and,

WHEREAS, a transfer is necessary to place the funds required for these licenses in the appropriate spending account; and,

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

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2017 General Fund be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund County Counselor 001-1101	56790 – Other Contractual Svcs	\$2,856	
001-1101	56661 – Software Purchases		\$2,856

and,

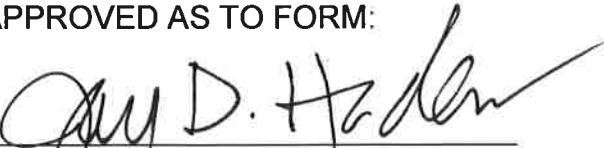
BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the increase to the contract with Legal Files Software of Springfield, Illinois, in the amount of \$2,856.00 for the furnishing of two additional licenses and related services for use by the Office of County Counselor is hereby authorized, and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and is hereby authorized to execute for the County any documents necessary for the accomplishment of the increase, 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 the increase and final payment on the contract and addenda thereto.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19494 of May 22, 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

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

ACCOUNT NUMBER: 001 1101 56790
ACCOUNT TITLE: General Fund
County Counselor
Other Contractual
NOT TO EXCEED: \$2,856.00

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

ACCOUNT NUMBER: 001 1101 56661
ACCOUNT TITLE: General Fund
County Counselor
Software Purchase
NOT TO EXCEED: \$2,856.00



Date



Chief Financial Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19494

Sponsor(s): Dennis Waits

Date: May 22, 2017

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$2,856.00 within the County Counselor's Office budget and authorizing the purchase of two additional Software Licenses for the Legal Files Case and Management System for the County Counselor's Office from Legal Files Software of Springfield, Illinois in the amount of \$2,856.00 as a Sole Source purchase.</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>\$2,856.00</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>\$2,856.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$2,856.00</td></tr><tr><td>Source of funding (name of fund) and account code number:</td><td></td></tr><tr><td>TRANSFER FROM: 001-1101-56790 General Fund, Counselor's Office, Other Contractual Services</td><td>\$2,856.00</td></tr><tr><td>TRANSFER TO: 001-1101-56661 General Fund, Counselor's Office, Software Purchases</td><td>\$2,856.00</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:	\$2,856.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$2,856.00	Amount budgeted for this item * (including transfers):	\$2,856.00	Source of funding (name of fund) and account code number:		TRANSFER FROM: 001-1101-56790 General Fund, Counselor's Office, Other Contractual Services	\$2,856.00	TRANSFER TO: 001-1101-56661 General Fund, Counselor's Office, Software Purchases	\$2,856.00
Amount authorized by this legislation this fiscal year:	\$2,856.00														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$2,856.00														
Amount budgeted for this item * (including transfers):	\$2,856.00														
Source of funding (name of fund) and account code number:															
TRANSFER FROM: 001-1101-56790 General Fund, Counselor's Office, Other Contractual Services	\$2,856.00														
TRANSFER TO: 001-1101-56661 General Fund, Counselor's Office, Software Purchases	\$2,856.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17684 9/26/11; 17874 4/10/12; 17982 9/24/12; 18013 10/29/12; 18247 9/3/13; 18891 7/25/15; 19277 10/3/16</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>														
REQUEST SUMMARY	<p>On September 27, 2011 Resolution No. 17684 was approved authorizing the purchase of Legal Case Files Management System for the County Counselor's Office from Legal Files Software of Springfield, IL as a Sole Source purchase. The following Resolutions have been approved for additional purchases for this system:</p> <p>17874 approved April 10, 2012 for additional user licenses; 17982 approved September 24, 2012 for additional user licenses; 18013 approved October 29, 2012 for a test environment user license; 18247 approved September 3, 2013 for an email notification module; 18891 approved July 25, 2015 for additional user licenses; 19277 approved October 3, 2016 for additional email software.</p> <p>The County Counselor's Office would like to purchase two additional licenses for the Legal Files Case and Management System for a new staff position and a worker's comp third party user.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing requests authorization for an amendment to the contract for the purchase of additional licenses for the Legal Files Case and Management System for use by the County Counselor's Office from Legal Files Software of Springfield, IL in the amount of \$2,856.00 as a Sole Source purchase. The Director of Finance and Purchasing has determined that this software license can only be obtained from one source.</p>														

	<p>The Director of Finance and Purchasing also requests the transfer of \$2,856.00 within the County Counselor's Office budget as follows:</p> <table> <tr> <td></td><td>FROM:</td><td>TO:</td></tr> <tr> <td>001-1101-56790 General Fund, Counselor's Office, Other Contractual Services</td><td>\$2,856.00</td><td></td></tr> <tr> <td>001-1101-56661 General Fund, Counselor's Office, Software Purchases</td><td></td><td>\$2,856.00</td></tr> </table>			FROM:	TO:	001-1101-56790 General Fund, Counselor's Office, Other Contractual Services	\$2,856.00		001-1101-56661 General Fund, Counselor's Office, Software Purchases		\$2,856.00
	FROM:	TO:									
001-1101-56790 General Fund, Counselor's Office, Other Contractual Services	\$2,856.00										
001-1101-56661 General Fund, Counselor's Office, Software Purchases		\$2,856.00									
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS	A copy of the Legal Files Software Quotation										
REVIEW	Department Director: Finance (Budget Approval): <i>If applicable</i> Division Manager: County Counselor's Office:	Date: Date: <i>5/18/17</i> Date: 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.



Managing what matters to you.

801 S. Durkin Drive
Springfield, IL 62704
Phone: 217/726-6000 Fax: 217/726-7777

Purchase for Additional Software-Services

AMENDMENT TO END USER LICENSE AGREEMENT FOR LEGAL FILES CASE MANAGEMENT SOFTWARE BETWEEN LEGALFILES SOFTWARE, INC. ("LICENSOR") AND JACKSON COUNTY, MO ("LICENSEE") DATED OCTOBER 27, 2011.

The Agreement between Licensor and Licensee is hereby amended by adding to the Order Form to the Agreement the following software and services.

Licensee hereby agrees to pay for the additional software and services listed below. Licensee will be billed upon delivery of the software. The costs for any services (if applicable) do not include reasonable travel expenses incurred by Legal Files that are billed back to the client at cost.

Quantity	Description	Cost
2	Legal Files End User License (\$1,190/user)	\$2,380.00
2	Annual Maintenance & Support (\$238/user)	\$476.00
Total Cost		\$2,856.00

*** Plus Travel Expenses if applicable**

(Authorized Signature)

(Date)

(Print Name)

Jackson County, MO
(Name of Organization)

415 E. 12th Street, Suite 200, Kansas City, MO 64106
(Billing Address)