

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$34,000.00 from the undesignated fund balance of the 2018 Grant Fund in acceptance of the Sheriff's Office's DWI Saturation Patrol Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5141, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a DWI Saturation Patrol Enforcement grant in the amount of \$34,000.00, for the period October 1, 2018, through September 30, 2019; and,

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

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime necessary used for establishing sobriety checkpoints and other alcohol-enforcement activities; and,

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

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

following appropriation from the undesignated fund balance of the 2018 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund DWI Saturation Enforcement			
010-4284	45919 - Increase Revenues	\$34,000	
010-2810	Undesignated Fund Balance		\$34,000
010-2810	Undesignated Fund Balance	\$34,000	
010-4284	55030- Overtime Salaries		\$28,629
010-4284	55040- FICA		\$ 2,371
010-4284	56140- Travel Expense		\$ 2,300
010-4284	56750- Education Benefits		\$ 700

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5141 introduced on September 10, 2018, was duly passed on _____, 2018 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. 5141.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$34,000.00

9/6/18

Date



Chief Administrative Officer

CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

05/07/2018

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

Project Title: DWI Saturation Enforcement
Project Number: 19-M5HVE-03-003
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Funding Source: 405d / 20.616

Type of Project: Initial

Started: 10/01/2018

Federal Funds Benefiting

State:

Local: _____ \$34,000.00

Total: _____ \$34,000.00

Source of Funds

Federal: _____ \$34,000.00

State:

Local: _____ \$0.00

Total: _____ \$34,000.00

Contract Period

Effective: 10/01/2018

Through: 09/30/2019

Prepared By

Wilson, Scott

 Authorizing Official

 Date

 Project Director

 Date

 Highway Safety Director

 Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$34,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT

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

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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

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

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

VII. TERMINATION

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

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

The State highway safety agency-

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

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

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

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

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

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

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

OPTION 1:

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

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

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

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

OPTION 2:

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

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

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

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

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

XVIII. NONSEGREGATED FACILITIES

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

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

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

The State will provide a drug-free workplace by:

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

CONTRACT CONDITIONS - PAGE 9

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

Instructions for Lower Tier Certification

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

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

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

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

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

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Jackson County Impaired Driving Crashes (as reported by MSHP Crash Data)

2007 - 991
2008 - 933
2009 - 987
2010 - 833
2011 - 832
2012 - 752
2013 - 815
2014 - 688
2015 - 662
2016 - 650

Jackson County Impaired Driving Fatal Crashes (as reported by MSHP Crash Data)

2007 - 20
2008 - 26
2009 - 27
2010 - 10
2011 - 18
2012 - 10
2013 - 13
2014 - 13
2015 - 10
2016 - 10

Viewing the average number of impaired driving related fatalities during the first three years of in the charts above to the average of the last three years, it's clear that Jackson County's number of fatal impaired driving traffic crash fatalities has been more than cut in half since 2007, when funds were first granted by HSD for the formation of the Traffic Safety Unit. It's also obvious that over the past four years, the number of impaired driving traffic crashes appear to have "flatlined," with little to no movement up, or down. This may lead some to the flawed perception that "we're doing all we can do."

The TSU refuses to accept that "there just aren't that many drunks out there anymore." As long as impaired driving fatalities remain higher than zero, there remain more impaired drivers to be detected, and arrested. A quote which truly narrates the battle the TSU and all DWI Enforcement in the state of Missouri face, was best said by H.G. Wells in a book titled "The Time Machine" which states "Nature never appeals to intelligence until habit and instinct are useless. There is no intelligence where there is no need of change."

This statement outlines the very basic fact that human nature often times works in direct contradiction of intelligence and self preservation when there is no deterrent for the actions, continued impaired driving fatalities proves this hypothesis. Keeping this unfortunate reality in mind the mission of the TSU must continue. The TSU must continue to be the "need for change" through aggressive enforcement and education, which quite possibly could be the catalyst to implant the intelligence missing from the equation, as described by H.G. Wells.

The investigation of impaired driving offenses is an integral part of all law enforcement officers' skillsets. Agencies such as the Austin, TX Police Department have evaluated the success of Full-Time DWI Enforcement Units compared to patrol. It is estimated that there is only one arrest for every 88 incidents of a person driving with a blood alcohol concentration over the legal limit (Zador, 2001.) Two reasons that are often cited for why there are not more arrests are the complexity of the DWI arrest process, and the length of time the officer must devote to processing the offender and completing the paperwork (Jones, Lacey, and Wiliszowski, 1998).

When considering the efficacy of DWI Enforcement conducted by patrol deputies / officers, versus by full-time DWI Enforcement deputies / officers, keep the following in mind:

Patrol Deputy:

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

Full-Time DWI Enforcement Deputy:

- Receives regular continuing education in DWI enforcement, legal updates, ARIDE, DRE.
- Performs SFSTs on a regular basis, is comfortable conducting, and testifying about the tests.
- Is assigned full-time to DWI enforcement, not subject to pressures of call volume or other serious crimes.
- Operate marked "DWI ENFORCEMENT" vehicles, perceived by the public as always seeking DWI arrests.
- Specialized training such as ARIDE and DRE lead to greater recognition of impaired driving caused by substances other than alcohol.

The Highway Safety Division, in the Problem Identification section of all DWI Enforcement grant applications for Fiscal Year 2019, identified the problem of underreporting of impaired driving traffic crashes. Failure to recognize the impairment, or discretionary decisions by officers to not investigate the impairment due to the nature of the crash (single car, driver-only injury or fatality), are believed to contribute to the under-reporting. When agencies such as the Sheriff's Office have full-time DWI Enforcement Units working, the units frequently respond to crashes to determine if impairment is involved. In accidents handled by the Sheriff's Office, and even by outside agencies, many impaired driving investigations have resulted in arrests that otherwise would not have been made.

During fiscal year 2017, the Sheriff's Traffic Safety Unit arrested 341 subjects for driving while intoxicated. During that same period, deputies assigned to Patrol, and other divisions of the Sheriff's Office arrested 41. Of the 41 DWI arrests made by deputies outside the Traffic Safety Unit over 90% were made by a single deputy who worked a significant amount of grant overtime enforcement. This is a clear indicator of the performance of full-time DWI enforcement deputies compared to deputies working DWI enforcement during regular shift hours, or during overtime enforcement hours.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

Illustrated by the data in the Problem Identification section, Jackson County impaired driving traffic crash fatalities have not yet fallen below 10 in any single year. We can do better. 2017 crash statistics are not yet complete, and 2018 is in progress.

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

- 2018 - (in progress) 7 or fewer impaired driving fatalities
- 2019 - 6 or fewer impaired driving fatalities
- 2020 - 5 or fewer impaired driving fatalities
- 2021 - 4 or fewer impaired driving fatalities

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

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

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies and one sergeant.
2. Perform as a Full-Time Saturation Patrol. The NHTSA publication "Countermeasures that Work," 8th Edition (2015), identified Saturation Patrols as among the most effective enforcement methods that can be used to address impaired driving. TSU works as a unit, every shift. The supervisor and all deputies work the same hours, and work in small geographical areas (which change based on day of week, time, and most recent crash data). We are, therefore, a saturation patrol in and of ourselves during each shift that we work. Increased visibility due to the specialized markings of deputies' patrol vehicles enhances this method.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City Metro. The TSU has assisted outside agencies on a regular basis during fiscal year 2017, by assisting with DWI investigations that result from crashes, and traffic stops made by patrol deputies and officers from outside agencies. The TSU will continue to develop this leadership role.
4. Engage the other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, MADD, the Highway Safety Division, and others. We will provide updates on progress made. This will involve maintaining an active awareness of traffic crashes in Jackson County as they occur.
5. Increase the number of substance impaired drivers, and work with prosecutors and judges to ensure that adequate prosecution and sentencing are imposed. This work will come in the form of educating members of the courts to the substantial risk presented by substance impaired drivers and the emergent need for interdiction of those persons.
6. Utilize the Type II operators within the TSU to educate the newer members of the Sheriff's Office, and any outside agencies, on basic identification and interdiction of impaired drivers. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers.

PROJECT DESCRIPTION

The Traffic Safety Unit has the following objectives:

1. Field a full-time DWI Enforcement Unit, the Traffic Safety Unit, of five deputies and one sergeant.
2. Perform as a Full-Time Saturation Patrol.
3. Continue to develop as leaders in DWI Enforcement amongst the law enforcement community in the Kansas City Metro.
4. Engage the other interested parties in pursuit of the goal. The TSU will share our goals with the public, other law enforcement agencies, the Jackson County Traffic Safety Task Force, MADD, the Highway Safety Division, and others.
5. Increase the number of substance impaired drivers, and work with prosecutors and judges to ensure that adequate prosecution and sentencing are imposed. This work will come in the form of educating members of the courts to the substantial risk presented by substance impaired drivers and the emergent need for interdiction of those persons.
6. Utilize the Type II operators within the TSU to educate the newer members of the Sheriff's Office, and any outside agencies, on basic identification and interdiction of impaired drivers. This action will substantially increase the number of eyes on the streets working to identify and interdict impaired drivers.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Unexpended balances in the Traffic Safety Unit grant are due to differences in the budgeted salaries of the sergeant and deputies, and the actual salaries of the sergeant and deputies. This can be caused by personnel transfers, the non-occurrence of project possible pay increases, or the lower actual cost of county-paid health insurance versus the budgeted cost.	
Unexpended balances in the overtime enforcement grants are due to a lack of interest in participation amongst the sworn personnel eligible to work the grant enforcement.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	396
19 Total number of speeding violations written by your agency.	2594
20 Total number of HMV violations written by your agency.	4317
21 Total number of child safety/booster seat violations written by your agency.	26
22 Total number of safety belt violations written by your agency.	69
23 Total number of sobriety checkpoints hosted.	0

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

24 Total number of traffic crashes.	66370
25 Total number of traffic crashes resulting in a fatality.	217
26 Total number of traffic crashes resulting in a serious injury.	1433
27 Total number of speed-related traffic crashes.	7853
28 Total number of speed-related traffic crashes resulting in a fatality.	89
29 Total number of speed-related traffic crashes resulting in a serious injury.	344
30 Total number of alcohol-related traffic crashes.	1911
31 Total number of alcohol-related traffic crashes resulting in a fatality.	41
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	141
33 Total number of unbuckled fatalities.	94
34 Total number of unbuckled serious injuries.	270

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	101
36 Total number of commissioned patrol and traffic officers.	29
37 Total number of commissioned law enforcement officers available for overtime enforcement.	75

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	18
40	Total number of in-car video cameras.	75
41	Total number of PBTs.	8
42	Total number of Breath Instruments.	6

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

43 Identify primary enforcement locations.

The Traffic Safety Unit regularly reviews the MSHP's Traffic Crash Mapping Utility, and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes. Currently those locations include I-70 and US 24 Hwy between Blue Ridge Cutoff and Lee's Summit Road, US 71 Hwy, US-350 Hwy, 63rd Street, in Kansas City/Raytown area. It also includes Main St., Broadway Blvd., I-35 and I-670/I-70 in the Mid town Kansas City area.

The Traffic Safety Unit will conduct enforcement operations through out the entire Jackson County area, with targeted enforcement at specific locations based on crash data as follows:

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

Wednesday: I-70, US-24 HWY, 23rd Street, I-435 and any ancillary roadways between State Line and MO-291 HWY.

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

Saturday: The TSU will focus on the Mid Town Kansas City area, Down town Kansas City area, MO 291 through Independence, I-70 from east to west county limits, I-435 from north to south county limits, US-71 Hwy and I-49 north to south county limits, I-470 from I-435 to Douglas Rd. in Lee's Summit, and any ancillary roadways.

The Traffic Safety Unit regularly reviews the MSHP's Traffic Crash Mapping utility, and selects enforcement locations based upon high concentrations of crashes, and/or impaired driving crashes.

44 Enter the number of enforcement periods your agency will conduct each month. 4

45 Enter the months in which enforcement will be conducted.

October - September

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

All days, primarily focusing on Thursday through Saturday, unless special enforcement is recommended due to holidays.

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

In most cases saturation enforcement will take place between the hours of 9:00 p.m. and 4:00 a.m.

48 Enter the number of officers assigned during the enforcement period. 5

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

The Jackson County Sheriff's Office will continue to monitor crash related data, including time, location, driver demographic, and contributing factors, to ensure that the deployment method is having the desired result of lower alcohol and drug related crash injuries and fatalities. This will be facilitated through the use of in house reporting and data collection software, MSHP crash mapping, and through information gleaned from other law enforcement agencies, within Jackson County, narrowing the scope of a particular area of operation.

Further analysis of DWI and DWI drug arrests will be scrutinized and reviewed, to ensure that the arrest data in a particular area of operation is representative of the identified problem, thus ensuring that we as an agency are addressing the initial concern.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Sworn Law Enforcement personnel	1.00	\$28,000.00	\$28,000.00	\$0.00	\$28,000.00
	Overtime and Fringe	Non-sworn personnel (dispatcher)	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$31,000.00	\$0.00	\$31,000.00
Training							
	Professional Development	MOPS DWI annual conference, registration, lodging, meals, for all TSU Members (1 Sgt and 5 Deputies)	6.00	\$500.00	\$3,000.00	\$0.00	\$3,000.00
					\$3,000.00	\$0.00	\$3,000.00
Total Contract					\$34,000.00	\$0.00	\$34,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	2019 County Authrization	02/14/2018
PDF	PDF Document	Impaired Driving Signed.t	02/27/2018

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office

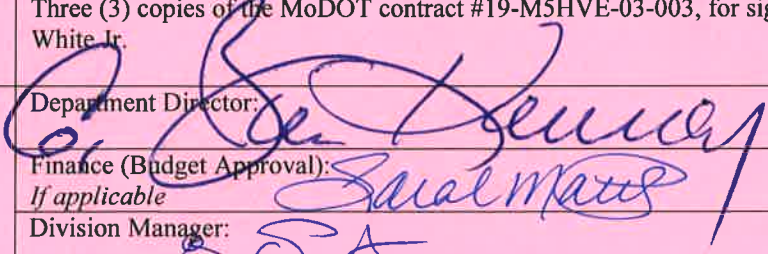
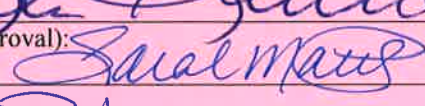


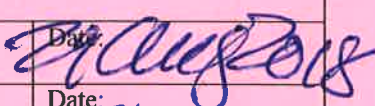
Res/Ord No.: 5141

Sponsor(s): Alfred Jordan

Date: September 10, 2018

AUG 30 2018

SUBJECT	<p>Action Requested: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: DWI Saturation Enforcement: An ordinance to appropriate \$34,000.00 from the undesignated fund balance 010-2810 and transfer \$34,000.00 to Grant Fund 010-4284., and authorizing the County Executive to execute an agreement (19-M5HVE-03-003) between the department of Highway Safety and Traffic Division of Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office.</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>\$34,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$34,000.00</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: Grant Fund – 010; Undesignated Fund Balance – 2810</td> <td>FROM ACCT \$ \$34,000.00</td> </tr> <tr> <td>TO: Grant Fund 010 DWI Saturation Enforcement 4284</td> <td>TO ACCT</td> </tr> <tr> <td>Overtime – 55030</td> <td>\$28,628.50</td> </tr> <tr> <td>FICA - 55040</td> <td>\$2,371.50</td> </tr> <tr> <td>Grant Fund 010-4284 Unit Training</td> <td></td> </tr> <tr> <td>Travel – 56140</td> <td>\$2,300.00</td> </tr> <tr> <td>Education - 56750</td> <td>\$700.00</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): \$17,314.00 Prior Year Actual Amount Spent (if applicable): \$17,314.00</p>	Amount authorized by this legislation this fiscal year:	\$34,000.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$34,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$34,000.00	TO: Grant Fund 010 DWI Saturation Enforcement 4284	TO ACCT	Overtime – 55030	\$28,628.50	FICA - 55040	\$2,371.50	Grant Fund 010-4284 Unit Training		Travel – 56140	\$2,300.00	Education - 56750	\$700.00
Amount authorized by this legislation this fiscal year:	\$34,000.00																						
Amount previously authorized this fiscal year:	\$N/A																						
Total amount authorized after this legislative action:	\$34,000.00																						
Amount budgeted for this item * (including transfers):	\$																						
Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$34,000.00																						
TO: Grant Fund 010 DWI Saturation Enforcement 4284	TO ACCT																						
Overtime – 55030	\$28,628.50																						
FICA - 55040	\$2,371.50																						
Grant Fund 010-4284 Unit Training																							
Travel – 56140	\$2,300.00																						
Education - 56750	\$700.00																						
PRIOR LEGISLATION	<p>Prior ordinances and (date): 5026 : 09/25/2017</p>																						
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240</p>																						
REQUEST SUMMARY	<p>Accept and Appropriate \$34,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$34,000.00 and does not require matching funds, to be utilized for DWI Saturation Enforcement Overtime, and Unit training at the annual DWI / DRE recertification conference.</p>																						

	<p>The term of this Grant is October 1, 2018 through September 30, 2019.</p> <p>This goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in an effort to decrease the number of injuries and fatality crashes due to impaired driving, throughout the entire geographical boundaries of Jackson County.</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	Three (3) copies of the MoDOT contract #19-M5HVE-03-003, for signing by Mr. County Executive Frank White Jr.	
REVIEW	Department Director:  Finance (Budget Approval):  If applicable Division Manager:  County Counselor's Office: 	Date:  Date: 8/30/18 Date: 8.30.18 Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund - Undesignated Fund Balance	\$34,000

- ☐ 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 appropriation are available from the source indicated below.

ORD # 5141

Steve MCB 8/30/18
Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$887.00 from the undesignated fund balance of the 2018 Special Road and Bridge Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Sheriff's Office.

ORDINANCE NO. 5142, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the County has received a payment from Farmers Insurance representing the cost of repairs to a Sheriff's Office patrol vehicle damaged as a result of a motor vehicle accident that occurred on May 13, 2018; and,

WHEREAS, an appropriation is necessary to place the insurance payment in the proper spending account so that the funds may be used to repair the vehicle; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2018 Special Road and Bridge Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund			
004-9999	47040 - Increase Revenues	\$887	
004-2810	Undesignated Fund Balance		\$887
004-2810	Undesignated Fund Balance	\$887	
Sheriff 004-4201	56530 – Maint & Repair Auto Equipment		\$887

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. 5142 introduced on September 10, 2018, was duly passed on _____, 2018 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.5142.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 004 2810
ACCOUNT TITLE: Special Road and Bridge Fund
Undesignated Fund Balance
NOT TO EXCEED: \$887.00

9/6/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5142

AUG 28 2018

Sponsor(s): Alfred Jordan

Date: September 10, 2018

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an ordinance appropriating \$886.67 from an insurance settlement for a 2013 Dodge Charger Patrol Vehicle from the 004 undesignated fund balance to line item 004-4201-56530 auto equipment.</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>\$886.67</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>\$886.67</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td>FROM ACCT</td></tr> <tr> <td>FROM: Undesignated fund balance #004</td><td>\$886.67</td></tr> <tr> <td>TO: Road & Bridge Fund – Sheriff 004-4201-56530</td><td>TO ACCT \$886.67</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: Sheriff's Office 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:	\$886.67	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$886.67	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number	FROM ACCT	FROM: Undesignated fund balance #004	\$886.67	TO: Road & Bridge Fund – Sheriff 004-4201-56530	TO ACCT \$886.67
Amount authorized by this legislation this fiscal year:	\$886.67														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$886.67														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code number	FROM ACCT														
FROM: Undesignated fund balance #004	\$886.67														
TO: Road & Bridge Fund – Sheriff 004-4201-56530	TO ACCT \$886.67														
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date)</p>														
CONTACT INFORMATION	<p>RLA drafted by: Deputy Michael Miller JCSO Fleet Manager, 816-541-8017</p>														
REQUEST SUMMARY	<p>Requesting an ordinance appropriating \$886.67 from the undesignated fund balance of 004 to line item 004-4201-56530 to repair damage to a 2013 Dodge Charger Patrol Vehicle VIN#2C3CDXAT0DH720858. Funds were received from Farmers Insurance for the repair of the patrol vehicle via check through claim #3011255653-1-1 from the insured, Ryan Ziolkowski, reference an accident occurring on 05/13/2018. A check was received by Jackson County from Farmers Insurance in the amount of \$886.67.</p> <p>The Sheriff's Office requests the transfer of \$886.67 as follows:</p> <table> <tr> <td>004</td> <td>FROM:</td> <td>TO:</td> </tr> <tr> <td>004-4201-56530</td> <td>\$886.67</td> <td>\$886.67</td> </tr> </table>	004	FROM:	TO:	004-4201-56530	\$886.67	\$886.67								
004	FROM:	TO:													
004-4201-56530	\$886.67	\$886.67													
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	Bliss and Associates Fee Proposal <i>Copy of Farmers Ins check</i>	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>23 Aug 2018</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Sarah Mass</i>	Date: <i>8/28/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8/28/18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
004-9999-47040	Road + Bridge Fund - Damage Claim Reimb	\$ 886.67

- ☐ 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.

CLAIMS SERVICE CENTER

Check Number:

1621292766

Date:

08/17/2018

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE \$886.67*****

To Attention:sara Mathasis
the Jackson County Mo
order 415 E 12TH ST ROOM 105
of KANSAS CITY, MO, 64106

Claimant/Patient:	Business Jackson County Mo
Insured:	Joseph Ziolkowski
Date of Loss:	05/13/2018
Claim Unit Number:	3011255653-1-1
Check Number:	1621292766
Payment Under Insured's:	Property Damage
Correspondence Reference:	FTXHR3JS
Reference Number	undefined
Print Date	08/17/2018 08:52 AM
Requested By	Penni L Jackson

004-9999-47040-18
Farmers Ins Sheriff Dmg Claim 5/13/18

PLEASE FOLD AND DETACH CHECK ON RED LINE BELOW



THIS DOCUMENT CONTAINS VOID TEXT THAT WILL APPEAR WHEN PHOTOCOPIED.

62-20/311

Farmers Insurance Company, Inc
CLAIMS SERVICE CENTER
NATIONAL DOCUMENT CENTER PO BOX 268994
OKLAHOMA CITY OK 73126

Claim Unit #
3011255653-1-1

Check No. 1621292766
Date: 08/17/2018

PAY Eight Hundred Eighty Six Dollars And Sixty Seven Cents \$886.67*****

NOT GOOD AFTER SIX MONTHS

To Attention:sara Mathasis
the Jackson County Mo
order 415 E 12TH ST ROOM 105
of KANSAS CITY, MO, 64106

FARMERS
INSURANCE

Citibank N.A. - One Penns Way - New Castle, DE 19720

For Myhan

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

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

ORD # 5142

[illegible]

Sue M. D. 8/28/18
Budgeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$4,137.00 from the undesignated fund balance of the 2018 Federal Forfeiture Fund, for the purchase of a large format printer for use by the Sheriff's Office.

ORDINANCE NO. 5143, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a need for a large format printer to be utilized for printing maps related to crime trends, operational charts, emergency planning documents, reports, and promotional and educational content, to be used by various divisions within the Sheriff's Office; and,

WHEREAS, the needed printer is available from an existing County term and supply vendor; and,

WHEREAS, in order to fund this purchase, an appropriation is necessary; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2018 Federal Forfeiture Fund be hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Federal Forfeiture Fund			
047-2810	Undesignated Fund Balance	\$4,137	
047-4201-Sheriff	58172-Printers		\$4,137

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. 5143 introduced on September 10, 2018 was duly passed on _____, 2018 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 her signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance.5143.

Date

Frank White, County Executive

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

ACCOUNT NUMBER: 047 2810
ACCOUNT TITLE: Federal Forfeiture Fund
Undesignated Fund Balance
NOT TO EXCEED: \$4,137.00

9/6/18
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: **AUG 28 2018**
 Res Ord No.: 5143
 Sponsor(s): Crystal Williams
 Date: September 10, 2018

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an ordinance appropriating \$4,137 from the undesignated fund balance of the Federal Equitable Sharing Fund 047-2810 to be transferred to the undesignated Special Road and Bridge Fund 047-4201-58172 for the purchase of a large format printer from contracted vendor, SHI..</u> <i>Forfeiture</i></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>\$4,137.00</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>\$4,137.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$4,137.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number</td><td>FROM ACCT</td></tr> <tr> <td>FROM: Federal Equitable Sharing Fund 047-2810</td><td>\$4,137.00</td></tr> <tr> <td><i>Forfeiture</i> TO: Road & Bridge Fund – Sheriff 047-4201-58172 – Printers</td><td>TO ACCT</td></tr> <tr> <td></td><td>\$4,137.00</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: Sheriff's Office 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:	\$4,137.00	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$4,137.00	Amount budgeted for this item * (including transfers):	\$4,137.00	Source of funding (name of fund) and account code number	FROM ACCT	FROM: Federal Equitable Sharing Fund 047-2810	\$4,137.00	<i>Forfeiture</i> TO: Road & Bridge Fund – Sheriff 047-4201-58172 – Printers	TO ACCT		\$4,137.00
Amount authorized by this legislation this fiscal year:	\$4,137.00																
Amount previously authorized this fiscal year:	\$0																
Total amount authorized after this legislative action:	\$4,137.00																
Amount budgeted for this item * (including transfers):	\$4,137.00																
Source of funding (name of fund) and account code number	FROM ACCT																
FROM: Federal Equitable Sharing Fund 047-2810	\$4,137.00																
<i>Forfeiture</i> TO: Road & Bridge Fund – Sheriff 047-4201-58172 – Printers	TO ACCT																
	\$4,137.00																
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date)</p>																
CONTACT INFORMATION	RLA drafted by: Devyn Horsley, Administrative Specialist, 816-541-8017																
REQUEST SUMMARY	<p>The Sheriff's Office is requesting an ordinance appropriating \$4,137 from the undesignated fund balance of the Federal Equitable Sharing Fund 047-2810 to be transferred to the undesignated Special Road and Bridge Fund 047-4201-58172 for the purchase of a large format printer from the county contracted vendor, SHI. This printer will be utilized by all divisions of the department to print maps related to crime trends, operational charts, emergency planning, reports, and promotional and educational content for our Community Resource Unit.</p> <p>The Sheriff's Office requests the transfer of \$4,137.00 as follows:</p> <table> <tr> <td></td><td>FROM:</td><td>TO:</td></tr> <tr> <td>047-2810</td><td>\$4,137</td><td></td></tr> <tr> <td>047-4201-58172 – Printers</td><td></td><td>\$4,137</td></tr> </table>		FROM:	TO:	047-2810	\$4,137		047-4201-58172 – Printers		\$4,137							
	FROM:	TO:															
047-2810	\$4,137																
047-4201-58172 – Printers		\$4,137															
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	Bliss and Associates Fee Proposal <i>SHI Large Format Printer Quote</i>	
REVIEW	Department Director:	Date: <i>8/28/18</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>8/28/18</i>
	Division Manager:	Date: <i>8-28-18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
<i>047-2810</i>	<i>Forfeiture Fund- Undesignated Fund Balance</i>	<i>\$4,137</i>

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

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

ORD # 5143

[illegible]

Saul M. J. 8/28/18
Budgeting

Hello!

Please see attached for your quote. Feel free to reach out to me if you have any questions.

Please note to send all orders to our team at Missouri@shi.com.

Thank you!
Julian



Pricing Proposal

Quotation #:	15790109
Description:	Canon imagePROGRAF iPF785
Created On:	Aug-13-2018
Valid Until:	Aug-31-2018

County of Jackson

Danny Barnes
415 East 12th Street
Kansas City, MO 64106-0000
United States
Phone:
Fax:
Email: DBarnes@jacksongov.org

Inside Account Manager

Julian Paredes
290 Davidson Avenue
Somerset, NJ 08873
Phone: 1-888-711-2613
Fax: 1-888-394-5322
Email: Julian_Paredes@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Canon imagePROGRAF iPF785 - 36" large-format printer - color - ink-jet - Roll (91.4 cm) - USB 2.0, Gigabit LAN Canon - Part#: 8966B002 Contract Name: PC Prime Vendor Services Contract #: CT160910001	1	\$4,136.67	\$4,136.67
Total			\$4,136.67

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing Schedule II to Chapter 2, Jackson County Code, 1984, relating to the salaries of County associates not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.

ORDINANCE NO. 5144, September 10, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Commission on Ethics, Human Relations, and Citizens Complaints (EHRCC) has recommended certain revisions to the salary ranges of County associates within the EHRCC office; and,

WHEREAS, the recommended revisions are in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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

Section A. Enacting Clause. Schedule II to Chapter 2, Jackson County, 1984, is hereby repealed, and one new schedule enacted in lieu thereof, to be known as Schedule II, to read as follows:

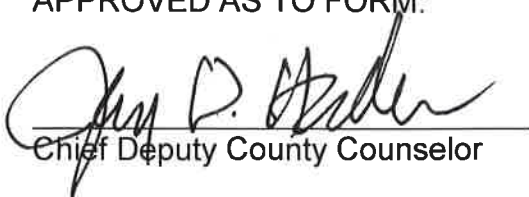
SCHEDULE II
MISCELLANEOUS POSITIONS

POSITION	SALARY
Assistant to County Executive	\$37,776 – 65,000
Budget Officer	\$53,726 – 88,629
Executive Assistant	\$29,580 – 50,000
Communications / E-Government Coord./PIO	\$46,410 – 76,590
Administrative Assistant	\$26,410 – 40,940
Medical Examiner	\$150,000 – 230,000
Deputy Medical Examiner	\$130,000 – 190,000
Chief Investigator	\$41,075 – 67,775
Investigator II	\$29,580 – 45,856
Investigator	\$26,410 – 40,940
Secretary to Medical Examiner	\$26,410 – 40,940
County Counselor	\$87,800 – 147,754
Chief Deputy County Counselor	\$92,000 – 143,000
Chief Deputy County Counselor – Litigation	\$92,000 – 143,000
Senior Deputy County Counselor	\$80,000 – 125,000
Deputy County Counselor	\$68,000 – 109,000
Senior Assistant County Counselor	\$60,000 – 95,000
Assistant County Counselor	\$50,000 – 83,750

Executive Assistant/ Secretary to County Counselor	\$29,580 – 55,000
Investigator/Paralegal	\$26,410 – 45,856
Litigation Investigator/Paralegal	\$26,410 – 45,856
Senior Investigator/Paralegal	\$33,000 – 55,000
Senior Litigation Investigator/Paralegal	\$33,000 – 55,000
Director of EHRCC	\$[33,430 – 51,820] <u>41,075 - 67,775</u>
[Secretary to Director] <u>Administrative Assistant</u>	\$26,410 – 40,940
[Clerk	\$19,180 – 28,770]
<u>Complaint Officer</u>	<u>\$29,580 – 54,000</u>
Drug Task Force:	
Operations Administrator	\$39,873 – 61,776
Narcotics Investigative Specialist	\$41,075 – 67,775
Micro Technology Support Technician	\$26,410 – 40,940
Officer in Charge	\$52,450 – 86,550

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5144 introduced on September 10, 2018, was duly passed on _____, 2018 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. 5144.

Date

Frank White, Jr., County Executive

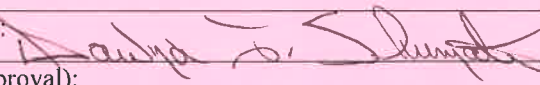
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 5144

Sponsor(s): Crystal Williams

Date: September 10, 2018

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Update Schedule II (Miscellaneous Positions) of Chapter 2 (Government) of the Jackson County Code, specifically updating three positions titles and/or salary ranges for The Office of Ethics, Human Relations and Citizen Complaints.</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>\$0</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 checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:	\$0	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:	\$0										
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): Dawna Shumate, Director of EHRCC; 816-881-3671.</p>										
REQUEST SUMMARY	<p>Request update Schedule II (Miscellaneous Positions) of Chapter 2 (Government) of the Jackson County Code, specifically updating three positions titles and/or salary ranges:</p> <ul style="list-style-type: none"> - Update Director of OHRCC pay range from \$33,430 - \$51,820 to Director of EHRCC, pay range \$41,075 - \$67,775; - Add Complaint Officer pay range \$29,580 to \$54,000; - Change title of Secretary to Director to Administrative Assistant (same) pay range \$26,410 - \$40,940 - Eliminate Clerk position. 										
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	<p>Department Director:  Date: 9/28/18</p>										
	<p>Finance (Budget Approval): <i>If applicable</i> Date:</p>										
	<p>Division Manager: Date:</p>										
	<p>County Counselor's Office: Date:</p>										

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$17,000.00 from the undesignated fund balance of the 2018 Grant Fund, in acceptance of the Sheriff's Office's Hazardous Moving Violation Enforcement grant awarded by the Missouri Department of Transportation, Traffic and Highway Safety Division, and authorizing the County Executive to execute a contract with the Missouri Traffic and Highway Safety Division for the expenditure of grant funds.

ORDINANCE NO. 5145, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Transportation, Traffic and Highway Safety Division, has awarded the Sheriff's Office a Hazardous Moving Violation Overtime Enforcement grant in the amount of \$17,000.00 for the grant period of October 1, 2018, through September 30, 2019; and,

WHEREAS, through this grant funding, the Sheriff's Office is better able to effectively monitor neighborhoods where aggressive driving complaints are called in by the community, and to provide for five law enforcement deputies and one traffic analyst to attend the annual Law Enforcement Traffic Safety Advisory Council (LETSAAC) conference; and,

WHEREAS, the Sheriff recommends the use of the grant funds for reimbursement of overtime used for conducting hazardous moving violations enforcement at various locations throughout the County and to provide for the additional LETSAAC training; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Hazardous Moving Violations			
010-4287	45921 - Increase Revenues	\$17,000	
010-2810	Undesignated Fund Balance		\$17,000
010-2810	Undesignated Fund Balance	\$17,000	
010-4287	55030 - Overtime		\$11,600
010-4287	55040 - FICA		\$ 900
010-4287	56140 – Travel		\$ 3,900
010-4287	56750 – Education Benefits		\$ 600

and,

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5145 introduced on September 10, 2018, was duly passed on _____, 2018 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. 5145.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$17,000.00

9/6/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

AUG 30 2018


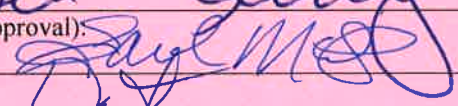
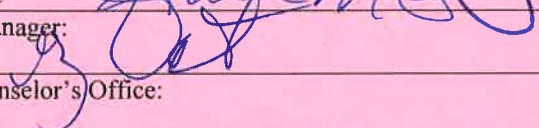
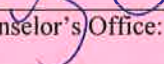

Completed by County Counselor's Office:

Res/Ord No.: 5145

Sponsor(s): Alfred Jordan

Date: September 10, 2018

SUBJECT	<p>Action Requested:</p> <p><input type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Hazardous Moving Violation Enforcement Grant: An ordinance to appropriate \$17,000.00 from the undesignated fund balance 010-2810 and transfer \$17,000.00 to Grant Fund 010-4284 4287-55030., and authorizing the County Executive to execute an agreement (19-PT-02-015) between the department of Highway Safety and Traffic Division of Missouri Department of Transportation (hereinafter referred to as MoDOT) to the Sheriff's Office.</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>\$17,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$N/A</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$17,000.00</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: Grant Fund – 010; Undesignated Fund Balance – 2810</td><td>FROM ACCT \$ \$17,000.00</td></tr> <tr> <td>TO: Grant Fund 010-4284 4287</td><td>TO ACCT</td></tr> <tr> <td>Overtime – 55030</td><td>\$10,158.50 11,000</td></tr> <tr> <td>FICA - 55040</td><td>\$841.50 900</td></tr> <tr> <td>Grant Fund 010-4284 4287 Unit Training</td><td></td></tr> <tr> <td>Travel – 56140</td><td>\$3,900.00</td></tr> <tr> <td>Education - 56750</td><td>\$600.00</td></tr> <tr> <td></td><td>Total: \$17,000.00</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)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A</p> <p>Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$17,000.00	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$17,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: Grant Fund – 010; Undesignated Fund Balance – 2810	FROM ACCT \$ \$17,000.00	TO: Grant Fund 010- 4284 4287	TO ACCT	Overtime – 55030	\$10,158.50 11,000	FICA - 55040	\$841.50 900	Grant Fund 010- 4284 4287 Unit Training		Travel – 56140	\$3,900.00	Education - 56750	\$600.00		Total: \$17,000.00
Amount authorized by this legislation this fiscal year:	\$17,000.00																								
Amount previously authorized this fiscal year:	\$N/A																								
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Education - 56750	\$600.00																								
	Total: \$17,000.00																								
PRIOR LEGISLATION	Prior ordinances and (date): N/A																								
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Sgt. Doug Blodgett TSU Sergeant: 816-524-4302 x 72240																								
REQUEST SUMMARY	Accept and Appropriate \$17,000.00 from the Undesignated Fund Balance and to authorize the County Executive to execute an agreement with the Traffic and Highway Safety Division of the Missouri Department of Transportation. The grant is awarded in the amount of \$17,000.00 and does not require matching funds, to be utilized for HMV Enforcement Overtime, and Unit training at the annual LETSAC conference.																								

	<p>The term of this Grant is October 1, 2018 through September 30, 2019.</p> <p>This goal of this grant is to fund the Jackson County Sheriff's Office and the subsequent enforcement action, in an effort to decrease the number of injuries and fatality crashes due to Hazardous Moving Violations, throughout the entire geographical boundaries of Jackson County.</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	Three (3) copies of the MoDOT contract #19-PT-02-015, for signing by Mr. County Executive Frank White Jr.	
REVIEW	Department Director:  Finance (Budget Approval):  <i>If applicable</i> Division Manager:  County Counselor's Office: 	Date:  Date: 8/30/18 Date: 8.30.18 Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund - Undesignated Fund Balance	\$17,000

- ☐ 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 appropriation are available from the source indicated below.

ORD # 5145

[illegible]

David M. B. 8/30/18
Budgeting

CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/17/2018

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

Project Title: HMV Enforcement
Project Number: 19-PT-02-015
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2018

Federal Funds Benefiting

State:

Local: _____ \$17,000.00

Total: _____ \$17,000.00

Source of Funds

Federal: _____ \$17,000.00

State:

Local: _____ \$0.00

Total: _____ \$17,000.00

Contract Period

Effective: 10/01/2018

Through: 09/30/2019

Prepared By

Wilson, Scott

 Authorizing Official

 Date

 Project Director

 Date

 Highway Safety Director

 Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$17,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

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

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT

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

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

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

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

V. FISCAL RESPONSIBILITY

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

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

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

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

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

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

VII. TERMINATION

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

VIII. NONDISCRIMINATION**(applies to subrecipients as well as States)**

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

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

The State highway safety agency-

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

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

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

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

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

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

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

OPTION 1:

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

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

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

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

OPTION 2:

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

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

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

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

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

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

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

XVIII. NONSEGREGATED FACILITIES

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

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

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

The State will provide a drug-free workplace by:

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

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

XXI. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

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

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

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

CONTRACT CONDITIONS - PAGE 9

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

Instructions for Lower Tier Certification

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

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

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

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

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

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

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

(applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

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

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 40 percent of all Missouri fatalities over the last five years were speed-related. In the current crash data, (2014 - 2016) as reported by MSHP,

Jackson County is ranked #2 overall in the state for speeding involved crashes with a total of 7,853 and representing 11.7% of the total states numbers. The three largest municipalities in Jackson County which the Sheriff's Office is also responsible for, are ranked at #1, #4, and number #8 in the state. Jackson County also has the unfortunate designation to be #1 in state for both speed related fatality crashes and speed related serious injury crashes.

Core Performance Measure Goals

1. To decrease speeding related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 304.2 (2011-2015 moving average) to 294.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease aggressive driving-related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 428.2 (2011-2015 moving average) to 430.9 (2014-2018 moving average) by December 31, 2018.

The TSU is requesting HSD fund the HMTV Enforcement which will allow members of the Jackson County Sheriff's Office to focus solely on moving violations which are a major contributing factor to vehicle crashes. The overall goal of the funding is to identify drivers operating motor vehicles on Jackson County, Missouri roadways in an aggressive manner, which is also one of many indicators of impaired driving, and a significant contributing factor in traffic crashes. The ability to quickly identify these drivers can limit the amount of damage and injury to the motoring public in Jackson County, Missouri.

1. Reduce the number of speed related fatality crashes in Jackson County.
2. Increase enforcement action of excessive speed and HMTVs, thus reducing the probability that the affected drivers will be involved in speed or HMTV related crashes.
3. Reduce the number of speed related and HMTV related serious injury crashes in Jackson County.

The allocation of this funding will allow deputies to focus on traffic enforcement, not being removed from this imperative task to answer calls for service. The focused efforts will result in substantially more contacts with the motoring public, help to stem the overwhelming amount of HMTV related traffic crashes, and utilize the contacts for not just enforcement but educating the public to the dangers of HMTV and speed related crashes.

PROJECT DESCRIPTION

The HMV enforcement will allow members of the Jackson County Sheriff's Office to focus solely on moving violations which are a major contributing factor to vehicle crashes. The overall goal of the funding is to identify drivers operating motor vehicles on Jackson County, Missouri roadways in an aggressive manner, which is also one of many indicators of impaired driving, and a significant contributing factor in traffic crashes. The ability to quickly identify these drivers can limit the amount of damage and injury to the motoring public in Jackson County, Missouri.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances. please explain why. Unexpected balances in the overtime enforcement grants have historically been due to a lack of interest amongst the sworn members. It is a reasonable assumption to make that this was due to the Sheriff's Office salary being deplorably low. The overtime rate of most deputies at the time failed to make this an attractive opportunity when compared against the off duty pay rate of the same time. This has been corrected with a significant overall pay increase to the deputies and sergeants of the Sheriff's Office.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	396
19 Total number of speeding violations written by your agency.	2594
20 Total number of HVM violations written by your agency.	4317
21 Total number of child safety/booster seat violations written by your agency.	26
22 Total number of safety belt violations written by your agency.	69
23 Total number of sobriety checkpoints hosted.	0

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

24 Total number of traffic crashes.	66370
25 Total number of traffic crashes resulting in a fatality.	217
26 Total number of traffic crashes resulting in a serious injury.	1433
27 Total number of speed-related traffic crashes.	7853
28 Total number of speed-related traffic crashes resulting in a fatality.	89
29 Total number of speed-related traffic crashes resulting in a serious injury.	344
30 Total number of alcohol-related traffic crashes.	1911
31 Total number of alcohol-related traffic crashes resulting in a fatality.	41
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	141
33 Total number of unbuckled fatalities.	94
34 Total number of unbuckled serious injuries.	270

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	101
36 Total number of commissioned patrol and traffic officers.	29
37 Total number of commissioned law enforcement officers available for overtime enforcement.	75

38	Total number of vehicles available for enforcement.	75
39	Total number of radars/lasers.	18
40	Total number of in-car video cameras.	75
41	Total number of PBTs.	8
42	Total number of Breath Instruments.	6

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

43 Identify primary enforcement locations.

Jackson County as a whole including all incorporated and un-incorporated areas of the county.

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

45 Enter the months in which enforcement will be conducted.

All months, October through September. It is my opinion that HMV enforcement should not slow with the change in seasons.

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

7 days a week.

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

Primarily all enforcement will be conducted during peak crash times, and the heaviest traffic flow times. This will allow the deputies more opportunity to prevent crashes when more motorists are traveling the roadways, thus also creating a deterrent effect for all motorists.

48 Enter the number of officers assigned during the enforcement period. 3

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

The agency will keep record, utilizing REJIS mobile ticketing, coupled with crash data, to evaluate the efficiency of the funding. This will include time of day, locations, contributing factors, and driver demographics which will assist the Jackson County Sheriff's Office in deploying resources where they will be most effective. It is my sincerest belief that an increase of at least 15% in HMTV enforcement citations is a reasonable expectation.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Deputy Overtime	1.00	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00
	Overtime and Fringe	Non Law Enforcement Support Personnel	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
					\$12,500.00	\$0.00	\$12,500.00
Training							
	Professional Development	LETSAC conference for TSU deputies	6.00	\$750.00	\$4,500.00	\$0.00	\$4,500.00
					\$4,500.00	\$0.00	\$4,500.00
Total Contract					\$17,000.00	\$0.00	\$17,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	2019 County Authorization	02/14/2018
PDF	PDF Document	HMV Signed.pdf	02/27/2018

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Jackson County Legislature to hold a closed meeting on Monday, September 10, 2018, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

RESOLUTION NO. 19971, September 10, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, September 10, 2018, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, September 10, 2018, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19971 of September 10, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$7,000.00 within the 2018 Park Enterprise Fund and authorizing the Director of Finance and Purchasing to issue a check in the amount of \$7,000.00 to the National WWI Museum for sponsorship of the Veterans Day Ceremony to be held November 11, 2018.

RESOLUTION NO.19972, September 10, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Executive staff recommends sponsorship of the Veterans Day Ceremony with the National WWI Museum to be held on November 11, 2018; and,

WHEREAS, for its sponsorship, Jackson County will be identified in promotional materials as the presenting sponsor of free admission for veterans to the events, which will also feature the County's logo on the ceremonial program, website, and signage; and,

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

WHEREAS, a transfer is needed to place the funds necessary for this sponsorship in the proper 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 2018 Park Enterprise Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Enterprise Fund Economic Development			
300-1220	56710 – Dues & Members	\$ 7,000	
300-1220	56210 – Advertising		\$7,000
and,			

BE IT FURTHER 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 the National WWI Museum, in the amount of \$7,000.00 for sponsorship of the Veterans Day Event to be held November 11, 2018.

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. 19972 of September 10, 2018, was duly passed on _____, 2018 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: 300 1220 56710
ACCOUNT TITLE: Park Enterprise Fund
Economic Development
Dues and Memberships
NOT TO EXCEED: \$7,000.00

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: 300 1220 56210
ACCOUNT TITLE: Park Enterprise Fund
Economic Development
Advertising
NOT TO EXCEED: \$7,000.00

9/6/18
Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No. 19972

Sponsor(s): Tony Miller

Date: September 10, 2018

SUBJECT	<p>Action Requested xResolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transferring \$7,000 within the Park Enterprise Fund and Authorizing the Dir. Of Finance and Purchasing to issue a check in the amount of \$7,000 to the World War I Museum for sponsorship of free admission for Veterans and Active Duty Military Personnel to WWI Museum on Veterans Day, Sunday, Nov. 11, 2018.</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="310 590 1195 932"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$7,000.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$7,000.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$7,000.00</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT 300-1220-56710 \$7,000 TO ACCT 300-1220-56210 \$7,000</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): \$7,000 Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$7,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$7,000.00	Amount budgeted for this item * (including transfers):	\$7,000.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 300-1220-56710 \$7,000 TO ACCT 300-1220-56210 \$7,000
Amount authorized by this legislation this fiscal year:	\$7,000.00										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$7,000.00										
Amount budgeted for this item * (including transfers):	\$7,000.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 300-1220-56710 \$7,000 TO ACCT 300-1220-56210 \$7,000										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #19632 October 30, 2017</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Miriam Hennosy, Assistant to County Executive (881-3329)</p>										
REQUEST SUMMARY	<p>This is the 5th year Jackson County has provided funding for free admission for Veterans and Active Duty Military Personnel to the National World War 1 Museum and Memorial on Veteran's Day, Nov. 11, 2018. Expected attendance is 1,500 to 2,000 with many attendees veterans and their families. (Typically, admission for Veterans is \$2 off the adult ticket price of \$16 or \$14.) Jackson County's participation will be acknowledged accordingly: Signage at Museum entrance, Veteran's day Program and Walk of Honor Program, Museum's E-Newsletter, promotion materials including direct mail solicitation for Veteran's Day. Attached is additional information on the day's event.</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	Details provided by National WW 1 Museum	
REVIEW	Department Director:	Date: 8/30/2018
	Finance (Budget Approval): <i>If applicable</i>	Date: 9/5/18
	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.

Fiscal Note:

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

PC#

Date: September 5, 2018

RES # 19972

Department / Division

Character/Description

From

To

300 Park Enterprise Fund

1220 Office of Economic Development

56710 Dues & Membership

\$ 7,000

\$ -

1220 Office of Economic Development

56210 Advertising

7,000

\$ 7,000

\$ 7,000

Budget Officer

5/5/18

Veterans Day 2018
\$7,000 Support Details
Free Admission supported by
Jackson County Executive



Sunday, November 11, 2018

Veterans Day Ceremony: 10 A.M. (tentative)

Walk of Honor Ceremony: 2 P.M. (tentative)

Expected Attendance

1,500 – 2,000 including Museum and Memorial admissions and attendance to both ceremonies. Most who attend the ceremonies are veterans and their families.

Veterans Day Ceremony: 400

Walk of Honor Ceremony: 250

Speakers and Activities

While no activities have been finalized yet, each Veterans Day Ceremony features an honor guard, remarks from dignitaries, a keynote speaker, and musical performances.

Past Support

The Museum and Memorial is thankful to the Jackson County Executive's past support since 2014 to provide \$7,000 annually to help underwrite free admission for veterans during Veteran's Day weekend.

Support Benefits

- Signage
 - Sign at entry of Museum and Memorial: "Free Admission supported by Jackson County Executive"
 - Logo included on Veterans Day Ceremony program (along with other sponsors)
 - Logo included on Walk of Honor Ceremony program (along with other sponsors)
 - Included on Veterans Day webpage on Museum and Memorial's website (along with other sponsors)
 - Logo on any signage printed for the day (along with other sponsors)
- Ability for Frank White to sit on VIP stage and give comments
- Ability for Frank White to participate in media interviews if possible (nearly all will be the day of Veteran's Day from 4:30 AM – 7 AM)
- Press release to the media

For more information, contact Paige Perlik at 816-888-8137 or pperlik@theworldwar.org

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twenty-four month term and supply contract with three twelve-month options to extend for the furnishing of uniforms for use by the Sheriff's Office to The Armory of Kearney, MO, under the terms and conditions of Invitation to Bid No 40-18.

RESOLUTION NO. 19973, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Department of Finance and Purchasing has solicited bids on invitation to Bid No. 40-18 for the furnishing of uniforms for use by the Sheriff's Office; and,

WHEREAS, a total of thirty-one notifications were distributed and four responses were received; and,

WHEREAS, pursuant to 1054. of the Jackson County Code, the Department of Finance and Purchasing recommends the award of a twenty-four month term and supply contract with three twelve-month options to extend, for the furnishing of uniforms for use by the Sheriff's Office to The Armory of Kearney, MO, under the terms and conditions of Invitation to Bid No. 40-18, for the reason that it has submitted the lowest and best bid received as get out in the attached recapitulation and analysis; and,

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

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

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

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19973 of September 10, 2018, was duly passed on _____, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

9/6/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Resolution No.: 19973

Sponsor(s): Alfred Jordan

Date: September 10, 2018

AUG 27 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend for the furnishing of Sheriff's Uniforms for use by the Sheriff's Office to The Armory of Kearney, MO under the terms and conditions of Invitation to Bid 40-18.</u></p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Sheriff's Uniforms Estimated Use: \$50,000.00</p> <p>Requesting approval by the Legislature of the term and supply contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:											
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 19826 (April 30, 2018), 18822 (May 4, 2015)</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
REQUEST SUMMARY	<p>This is a rebid of term and supply contract 1-18, awarded earlier this year. Contract 1-18 was cancelled due to the vendor's inability to fulfill the specifications of the contract. The Purchasing Department issued Invitation to Bid 40-18 in response to this situation.</p> <p>A total of thirty-one notifications were distributed with four responses received and evaluated. Attached is a Recap of Bids Received. The Sheriff's Office is recommending The Armory of Kearney, MO as the lowest overall bid received.</p> <p>Pursuant to 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend, for the furnishing of Sheriff's Uniforms under the terms and conditions of Invitation to Bid 40-18 to The Armory of Kearney, MO as the lowest and best bid received.</p> <p>This award is on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A. <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Abstract of Bids, Recap of Bids Received, Award Recommendation from Cpt. Scott Goodman, Sheriff's Office, and the pertinent pages of the bid from The Armory.	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>[Signature]</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>8/28/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8-28-18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Jackson County Purchasing
FROM: Captain Scott Goodman
DATE: 08-15-18

SUBJECT: Bid 40-18 Award Letter

The Jackson County Sheriff's Office wishes to award Bid 40-18 to **The Armory 701 N Country Rd. Kearney, MO 64060** for the supplying of uniforms and equipment. The Armory was the lowest bid for the manufacturers and models that were specified. The Sheriff's Office is predicting to expend approximately **\$50,000.00 annually** with this vendor.

In summary, please award Bid 40-18 for Sheriff's Office Uniforms and equipment to **The Armory 701 N. Country Rd. Kearney, MO 64060**.

Respectfully,

A handwritten signature in cursive script, appearing to read "Capt Goodman", written in dark ink.

Captain Scott Goodman
Staff Services Commander

A handwritten mark in the bottom right corner, consisting of stylized, overlapping loops and lines, possibly representing initials or a signature.

ITB: 40-18
 Date: 7/31/18
 COMMODITY: Sheriff's Uniforms - Rebid

NO	DESCRIPTION	UNIT	QTY	GearZone Tactical	The Armory	Galls	LE Upfitter	AMOUNT	AMOUNT
1.0	Total, Items 1-13			see bid	644.37	622.98		857.97	
2.0	Total, Items 14-28				957.78	1060.30		1048.04	
3.0	Total, Items 29-33				14.28	17.87		20.00	
4.0	Total, Items 34-40				17.50	see bid		51.00	

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED

ON: July 31, 2018 BY

Kathleen Pantoja

CLERK OF THE LEGISLATURE

Kathleen Pantoja

PURCHASING

Bid No: 40-18

Commodity: Sheriff's Uniforms

Vendor: GearZone Tactical

Bid Recap			Quote				
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	QTY	Unit	Manufacturer	Amount
Contract Signed Affidavit	Y	1.0	5.11 TDU Ripstop Pant Sizes: XS – 4XL	1	Each	5.11	\$ 39.99
	Y	2.0	2.11 TDU Ripstop Long Sleeve Shirt Sizes: XS – 4XL	1	Each	5.11	\$ 39.99
Compliance Review	Y	3.0	5.11 TDU Ripstop Short Sleeve Shirt Sizes: XS – 4XL	1	Each	5.11	\$ 39.99
Certificate of Compliance	N	4.0	Elbeco Prestige Short Sleeve Shirt, LA County Sheriff Dept, Silver Tan Sizes: XL – 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	United Uniform	\$ 51.99
Statement of Contractor's Qualification	Y	5.0	Elbeco Prestige Long Sleeve Shirt, CA Hwy Patrol, Silver Tan Sizes: XS – 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	United Uniform	\$ 62.99
Acknowledgement of Receipt of Addenda	N	6.0	Elbeco Dress Pants Prestige Elastique, CA Green, Male Sizes: 28-58	1	Each	United Uniform	\$ 64.50
Bidder's Quote	Y	7.0	Elbeco Dress Pants Prestige Elastique, CA Green, Female Sizes: 6-28	1	Each	United Uniform	\$ 64.50
Bidder's Exceptions	Y	8.0	Short Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	1	Each	5.11	\$ 32.99
		9.0	Long Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	1	Each	5.11	\$ 34.99
		10.0	TDU Green Pants Sizes: 6-28	1	Each	5.11	\$ 38.99
		11.0	Propper Winter Jacket Green Female Item: F5498-0X-330 Sizes: S – 2XL	1	Each	Propper	\$ 64.99
		12.0	Propper Winter Jacket Green Male Item: F5428-0X-330 Sizes: S – 2XL	1	Each	Propper	\$ 64.99
		13.0	511 Nylon Operator Belt Sizes: XS – 4XL	1	Each	5.11	\$ 34.99
Contracts: See Attached		14.0	Neece Rain Suit, Jacket and Hood Item #5010RJH3M	1	Each	Neece	\$ 249.99
		15.0	Neece Rain Suit, Pants Item #5010RPT	1	Each		Included in 14.0
		16.0	Neckties, Samuel Boone, Black, Clip-on, 18" and 20"	1	Each		\$ 5.99
		17.0	Neckties, Samuel Boone, Black, Velcro, 18" and 20"	1	Each		\$ 7.99
		18.0	Stratton #S-42CG, Straw Sheriff's Hat, Conservation Green	1	Each	Stratton	\$ 84.99
References: See Attached.		19.0	Spiewak Style #S3182 Soft Shell Green. Spiewak Style #SH3466 Green – Outer Sizes: S – 5XL	1	Each	United Uniform	\$ 183.00
		20.0	Don Hume Black Velcro Inner Belt, Basketweave, Item #99-2-4 Sizes: 24-60	1	Each	Safariland	\$ 27.99
		21.0	Safariland #146-XX-4B Border Patrol Belt	1	Each	Safariland	\$ 64.99
		22.0	Safariland Basketweave Gun Holster Level 3 R/H Glock Item #6360-83-81	1	Each	Safariland	\$ 109.49
		23.0	Safariland Basketweave Gun Holster Level 3 L/H Glock Item #6360-83-82	1	Each	Safariland	\$ 109.49
		24.0	Safariland Basketweave Open Top OC Holder w/Flap, Brass Snap Item #38-4B	1	Each	Safariland	\$ 23.49
		25.0	Safariland Open Top Handcuff Pouch for Hinged Handcuffs, Black, Basket Weave, Single – Item #90-4B	1	Each	Safariland	\$ 25.49
		26.0	Safariland Basketweave Beltkeepers w/Brass Snap Item #65-4-4B	1	Each	Safariland	\$ 12.99

27.0	ASP Baton Holder Basketweave Item #52233	1	Each	Safariland	\$	26.49
28.0	Safariland Basketweave Double Magazine Case Item #77-83-4B	1	Each	Safariland	\$	28.49
29.0	Shoulder Patches	1	Each		Custom	
30.0	Badge Patch	1	Each		Custom	
31.0	Sergeant Stripes, Gold on Green	1	Each		\$	3.00
32.0	Back Patch "Sheriff", 11" x 4", Gold on Black	1	Each		\$	5.00
33.0	Black Stripe, 1 inch	1	Each		\$	10.00
34.0	Sewing Services to attach Shoulder Patch (Item 3.3.1) to uniform	1	Each		\$	3.00
35.0	Sewing Services to attach Badge Patch (Item 3.3.2) to uniform	1	Each		\$	2.00
36.0	Sewing Services to attach Sergeant Stripes (Item 3.3.3) to uniform	1	Each		\$	3.00
37.0	Sewing Services to attach Back Patch (Item 3.3.4) to uniform	1	Each		\$	2.00
38.0	Sewing Services to attach Stripes, one pair of Black Stripes (Item 3.3.5) onto Trousers	1	Each		\$	10.00
39.0	Sewing Services to alter shirts as necessary for proper fit for Officer	1	Each		\$	10.00
40.0	Sewing Services to alter pants/trousers as necessary for proper fit for Officer	1	Each	Except Hemming	\$	10.00

Comments: Please see Exception Page. There are samples in my office. Please come get them. See bid for pricing breakdown by size on Items 1.0 - 7.0.

Bid No: 40-18

Commodity: Sheriff's Uniforms

Vendor: Galls, LLC

Bid Recap		Quote					
REQUIRED SUBMITTALS	Y/N	Item #	Item Name	QTY	Unit	Manufacturer	Amount
Contract Signed	Y	1.0	5.11 TDU Ripstop Pant Sizes: XS – 4XL	1	Each	5.11	\$ 40.00
Affidavit	Y	2.0	2.11 TDU Ripstop Long Sleeve Shirt Sizes: XS – 4XL	1	Each	5.11	\$ 47.00
Compliance Review	N	3.0	5.11 TDU Ripstop Short Sleeve Shirt Sizes: XS – 4XL	1	Each	5.11	\$ 43.00
Certificate of Compliance	Y	4.0	Elbeco Prestige Short Sleeve Shirt, LA County Sheriff Dept, Silver Tan Sizes: XL – 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$ 53.00
Statement of Contractor's Qualification	Y	5.0	Elbeco Prestige Long Sleeve Shirt, CA Hwy Patrol, Silver Tan Sizes: XS – 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$ 57.00
Acknowledgement of Receipt of Addenda	Y	6.0	Elbeco Dress Pants Prestige Elastique, CA Green, Male Sizes: 28-58	1	Each	Elbeco	\$ 51.00
Bidder's Quote	Y	7.0	Elbeco Dress Pants Prestige Elastique, CA Green, Female Sizes: 6-28	1	Each	Elbeco	\$ 51.00
Bidder's Exceptions	Y	8.0	Short Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	1	Each	5.11	\$ 32.00
		9.0	Long Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	1	Each	5.11	\$ 37.00
		10.0	TDU Green Pants Sizes: 6-28	1	Each	5.11	\$ 40.00
		11.0	Propper Winter Jacket Green Female Item: F5498-0X-330 Sizes: S – 2XL	1	Each	Propper	\$ 70.00
		12.0	Propper Winter Jacket Green Male Item: F5428-0X-330 Sizes: S – 2XL	1	Each	Propper	\$ 69.99
Contracts: See attached.		13.0	511 Nylon Operator Belt Sizes: XS – 4XL	1	Each	5.11	\$ 32.00
		14.0	Neece Rain Suit, Jacket and Hood Item #5010RJH3M	1	Each	Neece	\$ 101.00

References: See attached.

15.0	Neece Rain Suit, Pants Item #5010RPT	1	Each	Neece	\$	62.00
16.0	Neckties, Samuel Boone, Black, Clip-on, 18" and 20"	1	Each		\$	4.50
17.0	Neckties, Samuel Boone, Black, Velcro, 18" and 20"	1	Each		\$	6.00
18.0	Stratton #S-42CG, Straw Sheriff's Hat, Conservation Green	1	Each	Stratton	\$	85.80
19.0	Spiewak Style #S3182 Soft Shell Green. Spiewak Style #SH3466 Green - Outer Sizes: S - 5XL	1	Each	Spiewak	\$	274.00
20.0	Don Hume Black Velcro Inner Belt, Basketweave, Item #99-2-4 Sizes: 24-60	1	Each	Safariland	\$	31.50
21.0	Safariland #146-XX-4B Border Patrol Belt	1	Each	Safariland	\$	59.00
22.0	Safariland Basketweave Gun Holster Level 3 R/H Glock Item #6360-83-81	1	Each	Safariland	\$	156.00
23.0	Safariland Basketweave Gun Holster Level 3 L/H Glock Item #6360-83-82	1	Each	Safariland	\$	156.00
24.0	Safariland Basketweave Open Top OC Holder w/Flap, Brass Snap Item #38-4B	1	Each	Safariland	\$	25.00
25.0	Safariland Open Top Handcuff Pouch for Hinged Handcuffs, Black, Basket Weave, Single - Item #90-4B	1	Each	Safariland	\$	25.00
26.0	Safariland Basketweave Beltkeepers w/Brass Snap Item #65-4-4B	1	Each	Safariland	\$	10.50
27.0	ASP Baton Holder Basketweave Item #52233	1	Each	Safariland	\$	32.50
28.0	Safariland Basketweave Double Magazine Case Item #77-83-4B	1	Each	Safariland	\$	32.50
29.0	Shoulder Patches	1	Each		\$	2.29
30.0	Badge Patch	1	Each		\$	2.29
31.0	Sergeant Stripes, Gold on Green	1	Each		\$	2.29
32.0	Back Patch "Sheriff", 11" x 4", Gold on Black	1	Each		\$	5.00

33.0	Black Stripe, 1 inch	1	Each	\$	6.00
34.0	Sewing Services to attach Shoulder Patch (Item 3.3.1) to uniform	1	Each	\$	17.87
35.0	Sewing Services to attach Badge Patch (Item 3.3.2) to uniform	1	Each	\$	-
36.0	Sewing Services to attach Sergeant Stripes (Item 3.3.3) to uniform	1	Each	\$	-
37.0	Sewing Services to attach Back Patch (Item 3.3.4) to uniform	1	Each	\$	-
38.0	Sewing Services to attach Stripes, one pair of Black Stripes (Item 3.3.5) onto Trousers	1	Each	\$	-
39.0	Sewing Services to alter shirts as necessary for proper fit for Officer	1	Each	See Attached	
40.0	Sewing Services to alter pants/trousers as necessary for proper fit for Officer	1	Each	See Attached	

Comments: See attached MSRP discounts. See attached product and warranty information. Pricing for Sewing Services attached.

Bid No: 40-18									
Commodity: Sheriff's Uniforms									
Vendor: The Armory									
Bid Recap		Quote							
REQUIRED SUBMITTALS		Yes/No	Item #	Item Name	QTY	Unit	Manufacturer	Amount	
Contract Signed		N	1.0	5.11 TDU Ripstop Pant Sizes: XS - 4XL	1	Each	5.11	\$ 39.18	
Affidavit			2.0	2.11 TDU Ripstop Long Sleeve Shirt Sizes: XS - 4XL	1	Each	5.11	\$ 40.46	
Compliance Review			3.0	5.11 TDU Ripstop Short Sleeve Shirt Sizes: XS - 4XL	1	Each	5.11	\$ 40.46	
Certificate of Compliance			4.0	Elbeco Prestige Short Sleeve Shirt, LA County Sheriff Dept, Silver Tan Sizes: XL - 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$ 35.01	
Statement of Contractor's Qualification			5.0	Elbeco Prestige Long Sleeve Shirt, CA Hwy Patrol, Silver Tan Sizes: XS - 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$ 78.91	
Acknowledgement of Receipt of Addenda			6.0	Elbeco Dress Pants Prestige Elastique, CA Green, Male Sizes: 28-58	1	Each	Elbeco	\$ 58.23	
Bidder's Quote			7.0	Elbeco Dress Pants Prestige Elastique, CA Green, Female Sizes: 6-28	1	Each	Elbeco	\$ 58.23	
Bidder's Exceptions			8.0	Short Sleeve Tan 511 Tactical Series Sizes: XS - 4XL	1	Each	5.11	\$ 39.95	
Contractor's Utilization Plan			9.0	Long Sleeve Tan 511 Tactical Series Sizes: XS - 4XL	1	Each	5.11	\$ 39.95	
Greater Kanas City Memo			10.0	TDU Green Pants Sizes: 6-28	1	Each	5.11	\$ 39.18	
			11.0	Propper Winter Jacket Green Female Item: F5498-0X-330 Sizes: S - 2XL	1	Each	Propper	\$ 69.53	
			12.0	Propper Winter Jacket Green Male Item: F5428-0X-330 Sizes: S - 2XL	1	Each	Propper	\$ 69.53	
			13.0	511 Nylon Operator Belt Sizes: XS - 4XL	1	Each	5.11	\$ 35.75	
			14.0	Neece Rain Suit, Jacket and Hood Item #5010RJH3M	1	Each	Neece	\$ 112.82	
			15.0	Neece Rain Suit, Pants Item #5010RPT	1	Each	Neece	\$ 83.33	
Contracts: See attached			16.0	Neckties, Samuel Boone, Black, Clip-on, 18" and 20"	1	Each	Sam Broome	\$ 3.85	
			17.0	Neckties, Samuel Boone, Black, Velcro, 18" and 20"	1	Each	Sam Broome	\$ 3.85	
References: See attached.			18.0	Stratton #S-42CG, Straw Sheriff's Hat, Conservation Green	1	Each	Stratton	\$ 65.38	

19.0	Spiewak Style #S3182 Soft Shell Green. Spiewak Style #SH3466 Green – Outer Sizes: S – 5XL	1	Each	Spiewak	\$ 226.67
20.0	Don Hume Black Velcro Inner Belt, Basketweave, Item #99-2-4 Sizes: 24-60	1	Each	Don Hume	\$ 26.91
21.0	Safariland #146-XX-4B Border Patrol Belt	1	Each	Safariland	\$ 66.67
22.0	Safariland Basketweave Gun Holster Level 3 R/H Glock Item #6360-83-81	1	Each	Safariland	\$ 139.74
23.0	Safariland Basketweave Gun Holster Level 3 L/H Glock Item #6360-83-82	1	Each	Safariland	\$ 139.74
24.0	Safariland Basketweave Open Top OC Holder w/Flap, Brass Snap Item #38-4B	1	Each	Safariland	\$ 26.92
25.0	Safariland Open Top Handcuff Pouch for Hinged Handcuffs, Black, Basket Weave, Single – Item #90-4B	1	Each	Safariland	\$ 28.21
26.0	Safariland Basketweave Beltkeepers w/Brass Snap Item #65-4-4B	1	Each	Safariland	\$ 3.21
27.0	ASP Baton Holder Basketweave Item #52233	1	Each	ASP	\$ 22.66
28.0	Safariland Basketweave Double Magazine Case Item #77-83-4B	1	Each	Safariland	\$ 34.74
29.0	Shoulder Patches	1	Each		\$ 1.89
30.0	Badge Patch	1	Each		\$ 1.78
31.0	Sergeant Stripes, Gold on Green	1	Each		\$ 1.89
32.0	Back Patch “Sheriff”, 11” x 4”, Gold on Black	1	Each		\$ 2.28
33.0	Black Stripe, 1 inch	1	Each		\$ 6.44
34.0	Sewing Services to attach Shoulder Patch (Item 3.3.1) to uniform	1	Each		\$ 1.75
35.0	Sewing Services to attach Badge Patch (Item 3.3.2) to uniform	1	Each		\$ 1.75
36.0	Sewing Services to attach Sergeant Stripes (Item 3.3.3) to uniform	1	Each		\$ 1.75
37.0	Sewing Services to attach Back Patch (Item 3.3.4) to uniform	1	Each		\$ 1.75
38.0	Sewing Services to attach Stripes, one pair of Black Stripes (Item 3.3.5) onto Trousers	1	Each		\$ 7.00
39.0	Sewing Services to alter shirts as necessary for proper fit for Officer	1	Each		\$ -
40.0	Sewing Services to alter pants/trousers as necessary for proper fit for Officer	1	Each		\$ -

Bid No: 40-18									
Commodity: Sheriff's Uniforms									
Vendor: LE Upfitter									
Bid Recap			Quote						
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	QTY	Unit	Manufacturer	Amount		
Contract Signed	Y	1.0	511 TDU Ripstop Pant Sizes: XS - 4XL	1	Each	5.11	\$	48.00	
Affidavit	Y	2.0	211 TDU Ripstop Long Sleeve Shirt Sizes: XS - 4XL	1	Each	5.11	\$	47.34	
Compliance Review	Y	3.0	511 TDU Ripstop Short Sleeve Shirt Sizes: XS - 4XL	1	Each	5.11	\$	47.34	
Certificate of Compliance	N	4.0	Dept. Silver Tan Sizes: XL - 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$	56.07	
Statement of Contractor's Qualification	Y	5.0	Elbeco Prestige Long Sleeve Shirt, CA Hwy Patrol, Silver Tan Sizes: XS - 4XL, Reg and Tall Sizes, Neck: 14-22	1	Each	Elbeco	\$	96.94	
Acknowledgement of Receipt of Addenda	N	6.0	Elbeco Dress Pants Prestige Elastique, CA Green, Male Sizes: 28-58	1	Each	Elbeco	\$	80.14	
Bidder's Quote	Y	7.0	Elbeco Dress Pants Prestige Elastique, CA Green, Female Sizes: 6-28	1	Each	Elbeco	\$	80.14	
Bidder's Exceptions	Y	8.0	Short Sleeve Tan 511 Tactical Series Sizes: XS - 4XL	1	Each	5.11	\$	39.00	
		9.0	Long Sleeve Tan 511 Tactical Series Sizes: XS - 4XL	1	Each	5.11	\$	41.00	
		10.0	TDU Green Pants Sizes: 6-28	1	Each	5.11	\$	48.00	
		11.0	Propper Winter Jacket Green Female Item: F5498-0X-330 Sizes: S - 2XL	1	Each	Propper	\$	87.00	
		12.0	Propper Winter Jacket Green Male Item: F5428-0X-330 Sizes: S - 2XL	1	Each	Propper	\$	166.00	
		13.0	511 Nylon Operator Belt Sizes: XS - 4XL	1	Each	Tru-Spec	\$	21.00	
		14.0	Neece Rain Suit, Jacket and Hood Item #5010RJH3M	1	Each	See Bid	\$	119.00	
		15.0	Neece Rain Suit, Pants Item #5010RPT	1	Each	See Bid	\$	74.00	
Contracts: See attached		16.0	Neckties, Samuel Boone, Black, Clip-on, 18" and 20"	1	Each	See Bid	\$	4.20	
		17.0	Neckties, Samuel Boone, Black, Velcro, 18" and 20"	1	Each	See Bid	\$	6.60	
References: See attached		18.0	Stratton #S-42CG, Straw Sheriff's Hat, Conservation Green	1	Each	Stratton	\$	84.00	
		19.0	Spiewak Style #S3182 Soft Shell Green, Spiewak Style #SH3466 Green - Outer Sizes: S - 5XL	1	Each	Elbeco	\$	253.00	
		20.0	Don Hume Black Velcro Inner Belt, Basketweave, Item #99-2-4 Sizes: 24-60	1	Each	Dutyman	\$	23.00	

21.0	Safariland #146-XX-4B Border Patrol Belt	1	Each	Dutyman	\$	50.00
22.0	Safariland Basketweave Gun Holster Level 3 R/H Glock Item #6360-83-81	1	Each	See Bid	\$	166.00
23.0	Safariland Basketweave Gun Holster Level 3 L/H Glock Item #6360-83-82	1	Each	See Bid	\$	166.00
24.0	Safariland Basketweave Open 'Top OC' Holder w/Flap, Brass Snap Item #38-4B	1	Each	Dutyman	\$	21.00
25.0	Safariland Open Top Handcuff Pouch for Hinged Handcuffs, Black, Basket Weave, Single - Item #90-4B	1	Each	Dutyman	\$	20.00
26.0	Safariland Basketweave Beltkeepers w/Brass Snap Item #65-4-4B	1	Each	Dutyman	\$	3.25
27.0	ASP Baton Holder Basketweave Item #52233	1	Each	See Bid	\$	34.99
28.0	Safariland Basketweave Double Magazine Case Item #77-83-4B	1	Each	Dutyman	\$	23.00
29.0	Shoulder Patches	1	Each		\$	2.50
30.0	Badge Patch	1	Each		\$	2.00
31.0	Sergeant Stripes, Gold on Green	1	Set		\$	3.00
32.0	Back Patch "Sheriff", 11" x 4", Gold on Black	1	Each		\$	4.00
33.0	Black Stripe, 1 inch	1	Each		\$	8.00
34.0	Sewing Services to attach Shoulder Patch (Item 3.3.1) to uniform	1	Each		\$	4.00
35.0	Sewing Services to attach Badge Patch (Item 3.3.2) to uniform	1	Each		\$	4.00
36.0	Sewing Services to attach Sergeant Stripes (Item 3.3.3) to uniform	1	Each		\$	4.00
37.0	Sewing Services to attach Back Patch (Item 3.3.4) to uniform	1	Each		\$	4.00
38.0	Sewing Services to attach Stripes, one pair of Black Stripes (Item 3.3.5) onto Trousers	1	Each		\$	10.00
39.0	Sewing Services to alter shirts as necessary for proper fit for Officer	1	Each		\$	15.00
40.0	Sewing Services to alter pants/trousers as necessary for proper fit for Officer	1	Each		\$	10.00

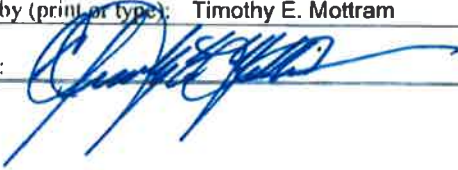
Comments: Please review Exceptions for pricing on additional sizes.

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full. Use attachments if necessary)

Name of Bidder: The Amory L.L.C.	
Address with Zip Code: 701 N. Country Rd. Kearney, MO 64060	
Federal Tax I.D. Number: 43-1824289	
Check One: Corporation Partnership Sole Proprietorship x L.L.C.	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
James L. Thomas	
1700 Marble Dr.	
Kearney, MO 64060	
If CORPORATION :	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP :	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 5	Geographical Limits of Operation: 100 miles
No. of years in business: 19	
Have you ever done business under a different name: Yes No x (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No x (Check one)	
If Yes, state where and why:	
N/A	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain:			
List Completed Contracts within the Past Three Years, Including Amount of Each: Clay County Sheriff \$20,000.00 Kearney Police Dept. \$1,500.00 Caldwell County Sheriff \$4,000.00 North Kansas City Hosp. Security \$10,000.00 Smithville Police Dept. \$5,000.00 KCUMB Security \$4,000.00			
List of Current Contracts, Including Amount of Each: Clay County Sheriff \$20,000.00 North Kansas City Hosp. Security \$10,000.00 Caldwell County Sheriff \$4,000.00 Kearney Police Dept. \$1500.00 Smithville Police Dept. \$5,000.00 KCUMB Security \$4,000.00			
Customer Reference (state name, address, and phone number): Paul Vescovo, Sheriff, Clay County Sheriff's Office, Liberty, MO 816.365.7931 Jerry Galloway, Sheriff, Caldwell County Sheriff's Office, Kingston, MO 816.586.2681 Jason Lockridge, Chief, Smithville Police Dept., Smithville, MO 816.532.0500			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
NONE			
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (if none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE) YES NO <input checked="" type="checkbox"/>			
African American Latino Native American Asian Pacific Islander			
2. Woman Owned Business (WBE) YES NO <input checked="" type="checkbox"/>			
3. Small Business YES <input checked="" type="checkbox"/> NO			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): Timothy E. Mottram		Title: Store Manager, The Armory, L.L.C.	
Signature: 		Date: 07/05/2018	

11.0 QUOTATION

11.1 Apparel

NO.	DESCRIPTION	MANUFACTURER BID	UNIT PRICE
1.0	5.11 TDU Ripstop Pant Sizes: XS – 4XL	5.11	\$ 39.18
2.0	2.11 TDU Ripstop Long Sleeve Shirt Sizes: XS – 4XL	5.11	\$ 40.46
3.0	5.11 TDU Ripstop Short Sleeve Shirt Sizes: XS – 4XL	5.11	\$ 40.46
4.0	Elbeco Prestige Short Sleeve Shirt, LA County Sheriff Dept, Silver Tan Sizes: XL – 4XL, Reg and Tall Sizes, Neck: 14-22	Elbeco	\$ 35.01
5.0	Elbeco Prestige Long Sleeve Shirt, CA Hwy Patrol, Silver Tan Sizes: XS – 4XL, Reg and Tall Sizes, Neck: 14-22	Elbeco	\$ 78.91
6.0	Elbeco Dress Pants Prestige Elastique, CA Green, Male Sizes: 28-58	Elbeco	\$ 58.23
7.0	Elbeco Dress Pants Prestige Elastique, CA Green, Female Sizes: 6-28	Elbeco	\$ 58.23
8.0	Short Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	5.11	\$ 39.95
9.0	Long Sleeve Tan 511 Tactical Series Sizes: XS – 4XL	5.11	\$ 39.95
10.0	TDU Green Pants Sizes: 6-28	5.11	\$ 39.18
11.0	Propper Winter Jacket Green Female Item: F5498-0X-330 Sizes: S – 2XL	Propper	\$ 69.53
12.0	Propper Winter Jacket Green Male Item: F5428-0X-330 Sizes: S – 2XL	Propper	\$ 69.53
13.0	511 Nylon Operator Belt Sizes: XS – 4XL	5.11	\$ 35.75
	TOTAL, ITEMS 1-13		\$ 644.37

11.2 Accessories

NO.	DESCRIPTION	MANUFACTURER BID	UNIT PRICE
14.0	Neece Rain Suit, Jacket and Hood Item #5010RJH3M	Neece	\$ 112.82
15.0	Neece Rain Suit, Pants Item #5010RPT	Neece	\$ 83.33
16.0	Neckties, Samuel Boone, Black, Clip-on, 18" and 20"	Sam Broome	\$ 3.85
17.0	Neckties, Samuel Boone, Black, Velcro, 18" and 20"	Sam Broome	\$ 3.85
18.0	Stratton #S-42CG, Straw Sheriff's Hat, Conservation Green	Stratton	\$ 65.38
19.0	Spiewak Style #S3182 Soft Shell Green. Spiewak Style #SH3466 Green – Outer Sizes: S – 5XL	Spiewak	\$ 226.67
20.0	Don Hume Black Velcro Inner Belt, Basketweave, Item #99-2-4 Sizes: 24-60	Don Hume	\$ 26.91

NO.	DESCRIPTION	MANUFACTURER BID	UNIT PRICE
21.0	Safariland #146-XX-4B Border Patrol Belt	Safariland	\$ 66.67
22.0	Safariland Basketweave Gun Holster Level 3 R/H Glock Item #6360-83-81	Safariland	\$ 139.74
23.0	Safariland Basketweave Gun Holster Level 3 L/H Glock Item #6360-83-82	Safariland	\$ 139.74
24.0	Safariland Basketweave Open Top OC Holder w/Flap, Brass Snap Item #38-4B	Safariland	\$ 26.92
25.0	Safariland Open Top Handcuff Pouch for Hinged Handcuffs, Black, Basket Weave, Single -- Item #90-4B	Safariland	\$ 28.21
26.0	Safariland Basketweave Beltkeepers w/Brass Snap Item #65-4-4B	Safariland	\$ 3.21
27.0	ASP Baton Holder Basketweave Item #52233	ASP	\$ 22.66
28.0	Safariland Basketweave Double Magazine Case Item #77-83-4B	Safariland	\$ 34.74
	TOTAL, ITEMS 14-28		\$ 957.78

11.3 Patches

NO.	DESCRIPTION	UNIT PRICE
29.0	Shoulder Patches	\$ 1.89
30.0	Badge Patch	\$ 1.78
31.0	Sergeant Stripes, Gold on Green	\$ 1.89
32.0	Back Patch "Sheriff", 11" x 4", Gold on Black	\$ 2.28
33.0	Black Stripe, 1 inch	\$ 6.44
	TOTAL, ITEMS 29-33	\$ 14.28

11.4 Sewing/Alteration Services

NO.	DESCRIPTION	UNIT PRICE
34.0	Sewing Services to attach Shoulder Patch (Item 3.3.1) to uniform	\$ 1.75 ea.
35.0	Sewing Services to attach Badge Patch (Item 3.3.2) to uniform	\$ 1.75
36.0	Sewing Services to attach Sergeant Stripes (Item 3.3.3) to uniform	\$ 1.75 ea.
37.0	Sewing Services to attach Back Patch (Item 3.3.4) to uniform	\$ 1.75
38.0	Sewing Services to attach Stripes, one pair of Black Stripes (Item 3.3.5) onto Trousers	\$ 7.00
39.0	Sewing Services to alter shirts as necessary for proper fit for Officer	\$ N/C
40.0	Sewing Services to alter pants/trousers as necessary for proper fit for Officer	\$ N/C
	TOTAL, ITEMS 34-40	\$ 17.50

11.5 Other Miscellaneous Items

- 11.6 For additional uniform items, pricing on additional sizes, and/or other services available that you offer, include pricing and all information on additional sheets as necessary to make your bid complete.
- 11.7 Percentage Discount off of MSRP for other Miscellaneous Catalog Items: 24 %
- 11.8 Include copies of the Catalog, Pricing Sheet, or Internet Site with Pricing. These must be provided at no cost to the County.

Distance of Walk-In Location from Sheriff's Office: 28 MILES

Are on-site fittings and delivery service available? YES

SIGNATURE:



NAME (PRINT): Timothy E. Mottram

TITLE (PRINT): Store Manager, The Armory, L.L.C.

COMPANY NAME (PRINT) The Armory, L.L.C.

E-MAIL ADDRESS (PRINT) thearmoryonline@msn.com

E-MAIL ADDRESS FOR PO'S (PRINT) thearmoryonline@msn.com

URL (PRINT): thearmoryonline.com

DATE: 07/05/2018

PHONE: 816.903.0999

CELL: 816.922.9188

FAX: 816-922-0990

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$144,385.00 within the 2018 General Fund to cover the costs of continuing repairs and maintenance within the Jackson County Detention Center.

RESOLUTION NO. 19974, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Account within the 2018 General Fund are needed to cover the cost of continuing maintenance and repairs for the Jackson County Detention Center; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the

adopted 2018 Budget within the General Fund are required to be designated for use by the Facilities Management Section of the Public Works Department for continuing maintenance and repairs at the Jackson County Detention Center; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Public Works Department within the 2018 budget; and,

WHEREAS the County Legislature agrees that funds described in this Resolution should be made available for such use by posting to a certain budget line item in the Public Works Department budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Reserve- Operating 001-8006	56835 – Reserve Operating	\$144,385	
General Fund Facilities Mgmt. Correctional Facility 001-1210	56510–Maint. & Repair - Buildings		\$144,385

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. 19974 of September 10, 2018, was duly passed on _____, 2018 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 the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 001 8006 56835

ACCOUNT TITLE: General Fund
Reserve Operating

NOT TO EXCEED: \$144,385.00

9/6/18

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/Ord No.: 19974

AUG 30 2018

Sponsor(s): Alfred Jordan

Date: September 10, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	Project/Title: <u>Transfer of Funds from Reserve Operating Account to Correctional Facility Maintenance Account</u>														
	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$144,385</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>\$144,385</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$144,385</td></tr> <tr> <td>Source of funding (name of fund) and account code number;</td><td></td></tr> <tr> <td>FROM: 001-8006-6835 General Fund Reserve - Operating</td><td>\$144,385</td></tr> <tr> <td>TO: 001-1210-56510 General Fund Building Maintenance and Repair</td><td>\$144,385</td></tr> </table>	Amount authorized by this legislation this fiscal year:	\$144,385	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$144,385	Amount budgeted for this item * (including transfers):	\$144,385	Source of funding (name of fund) and account code number;		FROM: 001-8006-6835 General Fund Reserve - Operating	\$144,385	TO: 001-1210-56510 General Fund Building Maintenance and Repair	\$144,385
Amount authorized by this legislation this fiscal year:	\$144,385														
Amount previously authorized this fiscal year:	\$														
Total amount authorized after this legislative action:	\$144,385														
Amount budgeted for this item * (including transfers):	\$144,385														
Source of funding (name of fund) and account code number;															
FROM: 001-8006-6835 General Fund Reserve - Operating	\$144,385														
TO: 001-1210-56510 General Fund Building Maintenance and Repair	\$144,385														
	* If account includes additional funds for other expenses, total budgeted in the account is: \$														
	OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____ Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____														
PRIOR LEGISLATION	Prior ordinances and (date): 5062 Prior resolutions and (date): 19697, 01/22/2018 19771, 03/13/2018, 19854, 05/11/18														
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Brian Gaddie, PE, Director Public Works, (816) 881-4496														
REQUEST SUMMARY	This resolution will transfer funds from a Reserve Operating account into a Public Works Facilities Management account designated for the Repair and Maintenance of the Jackson County Detention Center facility. Ongoing preventative maintenance and upgrades to the complex's HVAC System, as well as general building maintenance and repair are required. Additionally, funds will be needed for potential emergency use as well as contingency. Tools and material may need to be procured using these funds. This resolution will allow for funding for in-house repairs and other immediate maintenance needs as well as allow for a contingency should any vendor assistance be necessary.														

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	1210-6510: FMD/JCDC Item List	
REVIEW	Department Director:	Date: 8-28-18
	Finance (Budget Approval): <i>If applicable</i>	Date: 8/29/18
	Division Manager:	Date: 8-28-18
	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:

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

PC#

Date: August 29, 2018

RES # 19974

Department / Division

Character/Description

From

To

001 General Fund

8006 Reserve

56835 Reserve - Operating

\$ 144,385

\$ -

1210 Fac. Mgmt. Correctional Facility

56510 Maint. & Repair - Buildings

144,385

\$ 144,385

\$ 144,385

Budget Officer

1210-6510: FMD/JCDC Building and Maintenance Repair Reserve Account

Requesting Funding

ITEM	NOTES
Ongoing General Maintenance \$80,000.00	
Contingency Funds \$20,000.00	
Emergency Funds \$10,000.00	
HVAC Internal Upgrades \$34,365	

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a License and Professional Services Agreement with Entercom Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County not to exceed \$18,999.00.

RESOLUTION NO. 19975, September 10, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the County and Entercom Kansas City, LLC, d/b/a KZPT 99.7 The Point ("KZPT"), will celebrate the 22nd Anniversary of "Christmas in the Sky" on Wednesday, November 20, 2018, which will feature a synchronized fireworks display and other entertainment in connection with the County's Christmas in the Park event; and,

WHEREAS, "Christmas in the Sky" will serve as the grand opening for the County's "Christmas in the Park," one of the most popular holiday displays in the region; and,

WHEREAS, the Legislature acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote good will and encourage family outings to Jackson County park facilities; and,

WHEREAS, the County will contribute \$18,999.00 to assist with the production of the display and in return KZPT will provide the Parks + Rec Department \$23,000.00 worth of air time to be used for advertising Parks + Rec Department activities during 2018;

and,

WHEREAS, the attached License and Professional Services Agreement sets out the rights and obligations of the parties; 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 License and Professional Services Agreement with KZPT; 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. 19975 of September 10, 2018, was duly passed on _____, 2018 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: 300 1670 56790
ACCOUNT TITLE: Park Enterprise Fund
Special Events
Other Contractual Services
NOT TO EXCEED: \$6,499.00

ACCOUNT NUMBER: 003 1601 56790
ACCOUNT TITLE: Park Fund
Director - Parks
Other Contractual Services
NOT TO EXCEED: \$12,500.00



Date



Chief Administrative Officer

ENTERCOM KANSAS CITY, LLC

LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Entercom Kansas City, LLC d/b/a KZPT (hereinafter called "KZPT").

WHEREAS, KZPT is endeavoring to attract, promote, and conduct an event to be held on Wednesday, November 20, 2018, which will feature a synchronized fireworks display and entertainment and,

WHEREAS, KZPT is desirous of obtaining permission to have such an event at the County's Longview Lake beach, its surrounding grounds, the balloon port and Shelters 3, 12 and 13 and its surrounding grounds, The Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds staying approximately 30 feet from Pump Station and,

WHEREAS, the County acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote goodwill and encourage family outings to Jackson County Park facilities;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

WITNESSETH:

1. **Subject Property and Period of License.** Subject to the conditions hereof, County agrees to furnish, for the use and control by KZPT for purposes hereinafter named, all of County's property and improvements known as Longview Lake Beach and its surrounding grounds, the Balloon Port, Shelters #3, #12 and #13 and its surrounding grounds, Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds, staying approximately 30 feet from Pump Station), improvements, and roads (hereinafter, the "Property"). The Property will be used by KZPT for the purpose of conducting an Event to be known as KZPT's Christmas in The Sky (hereinafter, "the Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before Friday, November 5, 2018. The period of KZPT's possession and use shall commence at 8:00 o'clock a.m., Wednesday, November 20, 2018 and terminate at 10:00 p.m. on Wednesday, November 20, 2018. KZPT will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to KZPT the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.

3. **Exhibitors.** KZPT may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the County's approval of individual contractors. Such persons shall be given time prior to the Event opening on Wednesday, November 20, 2018 to install exhibits, equipment and concessions, and all such material shall be removed from said Property on or before 5:00 o'clock p.m. on Monday, November 27, 2018. In the event that several portions of the said Property are not vacated by KZPT and its contractors on the date above named as the end of the term for which said portions of said Property are respectively licensed or let to KZPT, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature.

3. **Structures Allowed and Removal of Structures.** The County gives its permission for the temporary construction of any platforms, staging, or small towers by KZPT and any of the exhibitors and concessions. The locations of these structures are to be pre-approved by the County. The expense of any such construction and/or the removal of any such features so constructed shall be borne by KZPT and any damage to said Property, caused by the construction or removal of such platforms, staging, or small towers, as determined by the County, shall be paid by KZPT. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KZPT may begin installation of structures, utilities, and facilities on Tuesday, November 20, 2018. KZPT must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 2, 2018. Given that this event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KZPT may erect staging, hospitality tents and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. KZPT may install a temporary power distribution system to provide electricity to the property. The system will be designed and installed by a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.

5. **Fire Suppression.** KZPT is responsible for providing fire suppression. Requirements are one fire truck with appropriate number of operators at Fireworks location (Kansas City Fire Department) and adequate fire extinguishers in concession cooking areas and parking areas.

6. **Refuse and Waste Disposal.** Jackson County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event. Areas of clean-up include all the "Property" as designated in condition #1. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property, the number and exact locations of which are to be agreed upon by the parties. All portable toilets shall be removed by 5:00 p.m. Monday, November 27, 2018. KZPT shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. KZPT shall dispose of the contents of such containers at landfills outside the Property, in accordance with federal, state, and local law.

7. **Emergency Medical Services.** Jackson County Parks + Rec shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

8. **Electricity.** In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by KZPT between November 20, 2018 and November 26, 2018, it shall be paid at the current rate by KZPT. All lights or electrical power used by KZPT in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KZPT within a 30-day period.

9. **Law Observance.** KZPT shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to, and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

10. **Control of Entrances, Exits, and Traffic.** The County understands and agrees that this license includes the rights of KZPT to completely control entrance to the grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. The County shall close lanes of traffic on the

streets and roads which it controls, as agreed by the parties. Jackson County will have uniformed off-duty officers stationed at the intersections of Raytown Road and 109th Street, Longview and Raytown Road, Raytown Road and the entrance to the swimbeach, Raytown Road and Highgrove, 109th and View High Drive, View High Drive and 3rd Street, and any additional intersections as designated by Jackson County and KZPT. Jackson County will provide directional signage to the Event.

11. No Defacement or Destruction of Property and Conservation. KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.

12. Reserved Rights. KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. KZPT shall provide the following Christmas in The Sky promotion and, Christmas in The Park promotion at no cost to the County:

- ❖ Live Remote - 3 Hour Broadcast of Christmas In The Sky
- ❖ On-Air Interview with a Jackson County Representative at a mutually agreeable time
- ❖ Jackson County Parks + Rec will be included in all promotional spots both radio & TV as a presenting sponsor of Christmas In The Sky
- ❖ On-Air giveaways (sweatshirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.
- ❖ Promotion of the event thru social media and website
- ❖ KZPT and Jackson County will provide co-emcees for Stage Production at Christmas In The Sky

Christmas in The Park will be promoted only as a Jackson County Parks + Rec Sponsored Event.

Christmas In The Park Promotion to air, November 20-December 31, 2018

- Minimum of 60x :30 On-Air promotional announcements (M-Su, 6a-Mid)
- 100x :30 Promotional announcements on KZPT streaming site (ROS)

- 75 live announcements November 20 – December 31
- Christmas In The Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's 38,000-member VIP Club
- Inclusion on Point Social Media (Facebook/Twitter) throughout promotional period.

13. Concessions. Regarding the operation by KZPT of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:

- a. The County shall approve all facilities by number, type, and location.
- b. The County shall approve all concessions offered by KZPT as to vendor, personnel, and products to be offered.
- c. KZPT shall require that all sponsors with booths serving food/drink obtain and have available on-site all permits and documents required by the State and County for the operation of concession stands.
- d. The concession stands may sell sandwiches, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
- e. KZPT is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
- f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
- g. KZPT shall adhere to the following conditions in all food service operations:
 - 1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service;
 - 2) Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently;
 - 3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
 - 3) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
 - 5) No food items shall be stored on ice in which drinks are to be cooled.

13. Assignment. KZPT shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.

15. No Responsibility for KZPT Property on County Premises. KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT exhibitors or participants placed on said property, and the County is

hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.

16. Indemnification and Insurance. KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any of KZPT's employees, contractors, or KZPT's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's Workers' Compensation Law and Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. KZPT shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 2,

2018 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

17. Off-Street Parking. KZPT is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KZPT will provide the County with a diagram showing the planned parking areas by Friday, November 2, 2018 as agreed by parties.

18. Fire. In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to KZPT for any damages caused thereby.

19. Security. Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

21. Allocation of Revenue. Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide \$24,000 towards the production of Christmas in the Sky, consisting of an \$18,999 lump sum payment and in-kind services valued at \$5,001.00, and will receive \$24,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2018 on any Entercom-Kansas City Station in accordance with the terms of the Master Trade Agreement.

22. Cash or Performance Bond. On or before Friday, November 2, 2018, KZPT shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of \$10,000 to ensure any costs of repair and restoration of the Property required under paragraphs 3, 3, and 11 and any other costs due the County from KZPT.

22. Sales Tax. KZPT shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admissions, parking, food, beverages, and other merchandise at the Event.

23. Conditions Precedent. The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

22. Approval, Consent, and Notice. Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to KZPT shall be made or given by or to its VP/Market Manager. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.

To County: Michele Newman, Director
Department of Parks + Rec
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 63015

To KZPT: David Alpert, Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

JACKSON COUNTY, MISSOURI

Frank White Jr.
County Executive

APPROVED AS TO FORM:

Stephen W. Nixon
Jackson County Counselor

ATTEST:

Mary Jo Spino
Clerk of County Legislature

Michele Newman, Director
Jackson County Parks + Rec

By: _____
David Alpert
Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$18,999 which is hereby authorized.

Date

Director of the Department of Finance
Account No. _____

:MTA #



Station: CLUSTER

Master Trade Agreement

Section 1 - Advertiser Information

Date: 8/16/2018

Corp ☐Partnership ☐Individual ☐

* Advertiser Name: JACKSON COUNTY PARKS+REC

Tax ID #:

Agency Name:

To be Logged As:

Street (not P.O. Box): 22807 WOODS CHAPEL ROAD

City, State Zip: BLUE SPRINGS, MO. 64015

Mailing Address: SAME AS ABOVE

City, State Zip: SAME AS ABOVE

Phone Number:

Fax Number:

Contact Name: MARCY CALDWELL

OR

MICHELLE NEWMAN

Acct Exec Name: TARA ARD

AE#:

* Advertiser information must always be the company that the exchange of goods will be with.

Section 2 - Agreement Specifics

Airtime \$: 23,000

Non-commissionable

Valid from: 1/1/2019

Valid to: 12/31/2019

1 yr maximum

Goods/Services \$: 23000

Valid from: 1/1/2019

Valid to: 12/31/2019

1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

Jackson County Parks+Rec events as needed

Christmas in the Sky event ownership

Section 3 - Terms & Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertising specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. Advertiser agrees to indemnify and holds Station harmless from any and all claims, demands, judgments, costs or expenses of any kind, including reasonable attorney's fees, arising out of any breach of warranty or defective goods or services regardless of whether any act or omission of Station or its employees, agents or servants contributed in any way thereto. The terms and conditions contained herein shall apply to all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION:

ADVERTISER:

OFFICIAL TITLE:

OFFICIAL TITLE:

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE:

DATE:

REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

Completed by County Counselor's Office:

Res/Ord No.: 19975

Sponsor(s): Tony Miller AUG 30 2018

Date: September 10, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Christmas In The Sky</u>																
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$18,999.00</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>\$18,999.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$18,999.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td><td> <table> <tr> <td>Enterprise Fund</td><td>300-1670-56790</td><td>\$6,499.00</td></tr> <tr> <td>Park Fund</td><td>003-1601-56790</td><td>\$12,500.00</td></tr> </table> </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): \$18,999.00</p>	Amount authorized by this legislation this fiscal year:	\$18,999.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$18,999.00	Amount budgeted for this item * (including transfers):	\$18,999.00	Source of funding (name of fund) and account code number; FROM / TO	<table> <tr> <td>Enterprise Fund</td><td>300-1670-56790</td><td>\$6,499.00</td></tr> <tr> <td>Park Fund</td><td>003-1601-56790</td><td>\$12,500.00</td></tr> </table>	Enterprise Fund	300-1670-56790	\$6,499.00	Park Fund	003-1601-56790	\$12,500.00
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Park Fund	003-1601-56790	\$12,500.00															
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Res. 19523 (9/11/17), Res. 19282 (10/24/16), Res. 18974 (11/2/15), 18627 (10/13/14), Res. 18285 (10/21/13), Res 18010 (10/29/12), Res 17695 (10/17/11), Res 17402 (10/25/10), Res. 17035 (10/12/09), Res. 16726 (10/06/08)																
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Michele Newman, Director of Parks + Rec, (816) 503-4821																
REQUEST SUMMARY	This year, we are proudly celebrating the 22 nd Anniversary of Christmas In The Sky, presented by Jackson County and KZPT 99.7 The Point. Jackson County is entering into an advertising trade agreement with KZPT. This RLA would authorize a payment in the amount of \$18,999.00 to Entercom-Kansas City dba KZPT. KZPT will provide \$14,000.00 for a fireworks display and \$4,999.00 for staging. KZPT will also provide Jackson County Parks + Rec with \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2019. Jackson County Parks + Rec will provide all other costs associated with the event, utilizing resources within the existing budget. This advertising will greatly benefit a variety of Park events and attractions. Christmas In The Sky serves as the grand opening for Christmas In The Park. Christmas In The Park and Christmas In The Sky have become family holiday traditions for close to 200,000 patrons annually. Christmas In The Sky features a synchronized fireworks display to holiday music, as well as an on-stage Holiday Musical Production.																
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: Michele Newman <i>Michele Newman</i>	Date:
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>8/29/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8-30-18</i>
	County Counselor's Office: <i>[Signature]</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.

This expenditure was included in the Annual Budget.

RES # 19975

 5/29/14

Budget Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$177,904.00 within the 2018 Assessment Fund for the purpose of funding the exercise of the option to extend the contract for oblique photography services for use by the Assessment and IT Departments with Sanborn Map Company, Inc., of Colorado Springs, CO.

RESOLUTION NO. 19976, September 10, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 19330, dated December 20, 2016, the Legislature did award a one year contract for the furnishing of oblique photography services for use by the Assessment and IT Departments, with a one-year option to extend; and,

WHEREAS, oblique photography is a multi-camera aerial photography system that allows for creation of 3D images to enhance the perspective of structures to allow greater functionality for geographic and assessment purposes; and,

WHEREAS, the Director of Assessment and IT now recommend the exercise of the option to extend; and,

WHEREAS, legislative action is required to provide the funds necessary for the exercise of this option; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such Reserve Account within the 2018 Assessment Fund are needed to cover the cost of oblique photography services within the Assessment and IT Departments; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the adopted 2018 Budget within the Assessment Fund are required to be designated for use by the Assessment and IT Departments for oblique photography provided by Sanborn Map Company, Inc., of Colorado Springs, CO; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Assessment and IT Departments within the 2018 budget; and,

WHEREAS the County Legislature agrees that funds described in this Resolution should be made available for such use by posting to a certain budget line item in the Assessment and IT Departments budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure within the 2018 Budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Assessment Fund Reserve 045-8006	56835 – Reserve Operating	\$177,904	
Non-Departmental-Assessment 045-4500	56790–Other Contractual Svc		\$177,904

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. 19976 of September 10, 2018, was duly passed on _____, 2018 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 the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the Jackson County Budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 045 8006 56835
ACCOUNT TITLE: Assessment Fund
Reserve Operating
NOT TO EXCEED: \$177,904.00

9/6/18

Date



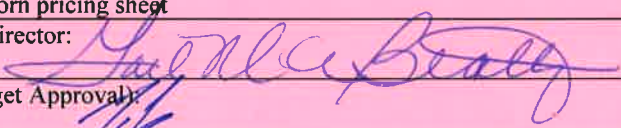
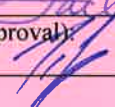
Chief Administrative Officer

EXECUTIVE OFFICE

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: **AUG 27 2018**
 Res/Ord No.: 19976
 Sponsor(s): Dennis Waits
 Date: September 10, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Transfer of budgeted funds to cover the cost of the option to extend services for oblique photography under existing contract # 45002016014. Total amount of transfer not to exceed \$177,904.</u>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$177,904</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$177,904</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$177,904</td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td></tr> <tr> <td>FROM Assessment Fund, Reserve, Reserve Operating 045-8006-56835</td><td>TO Assessment Fund, Non-Departmental Assessment, Other Contractual Services 045-4500-56790</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:	\$177,904	Amount previously authorized this fiscal year:	\$00	Total amount authorized after this legislative action:	\$177,904	Amount budgeted for this item * (including transfers):	\$177,904	Source of funding (name of fund) and account code number;		FROM Assessment Fund, Reserve, Reserve Operating 045-8006-56835	TO Assessment Fund, Non-Departmental Assessment, Other Contractual Services 045-4500-56790
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FROM Assessment Fund, Reserve, Reserve Operating 045-8006-56835	TO Assessment Fund, Non-Departmental Assessment, Other Contractual Services 045-4500-56790												
PRIOR LEGISLATION	Prior ordinances and (date): <u>5062, 12/6/17;</u> Prior resolutions and (date): Res. 19330, 12/20/16												
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Lisa Honn, Senior Administrative Manager, 816-881-3593												
REQUEST SUMMARY	<p>On 12/20/2016, the Jackson County Legislature approved Res. 19330, authorizing the execution of contract # 45002016014 for the furnishing of oblique photography and services for use by the Assessment and GIS Departments. We now request the transfer of funds to cover the costs of executing the 1 year option to extend.</p> <table> <tr> <td>1. High-resolution Oblique Imagery, County-wide:</td> <td>\$152,740</td> </tr> <tr> <td>2. SOA software Maintenance and Support, 1-year:</td> <td>2,900</td> </tr> <tr> <td>3. Data hosting, 1-year:</td> <td>6,000</td> </tr> <tr> <td>4. Change Detection, 2016/2018 Flights:</td> <td>11,264</td> </tr> <tr> <td>5. Sanborn Change Detection Viewer:</td> <td>5,000</td> </tr> <tr> <td>Total:</td> <td>\$177,904</td> </tr> </table> <p>The oblique photography and its related services will provide image data for use by the Assessment Department in support of the Jackson County Bi-annual 2019 reassessment. New this year is the change detection analysis comparing 2016 & 2018 images. We anticipate this analysis will aid in verifying county-wide inventory and</p>	1. High-resolution Oblique Imagery, County-wide:	\$152,740	2. SOA software Maintenance and Support, 1-year:	2,900	3. Data hosting, 1-year:	6,000	4. Change Detection, 2016/2018 Flights:	11,264	5. Sanborn Change Detection Viewer:	5,000	Total:	\$177,904
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5. Sanborn Change Detection Viewer:	5,000												
Total:	\$177,904												

	<p>expedite field work prioritization, particularly useful with the limited number of staff available to support the 2019 county reassessment.</p> <p>Aerial photography has a long history of being employed for assessment purposes due to some of its main advantages, including large area imaging from above and minimization of field work. Oblique photographs, multi-camera aerial systems, capture not only the conventional nadir views, but also tilted images at the same time. Therefore, oblique imagery allows for the inspection of a building from four cardinal directions by using monoplottting functionalities. The developed application for viewing oblique images allows to measure building height and distances and to digitize man-made structures, creating 3D surfaces and building models. The resulting image allows for the identification of a building from several oblique points of views, as well as the calculation of the approximate height of buildings, ground distances and basic vectorization. For the Assessment Department, this will reduce the amount of time necessary for staff to be in the field and provide them the tools necessary for providing accurate descriptions and measurements. For GIS, this will move them in the direction of providing 3D representation of structures that will be potentially beneficial to Public Works, Emergency Management and Law Enforcement.</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	<ol style="list-style-type: none"> 1. Memo – to purchasing requesting contract extension 2. Memo – former Assessment Director requesting the addition of the change detection analysis 3. Sanborn pricing sheet 	
REVIEW	Department Director: 	Date: 8-21-2018
	Finance (Budget Approval):  If applicable	Date: 8/24/18
	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.

Fiscal Note:

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

PC#

Date: August 24, 2018

RES # 19976

Department / Division

Character/Description

From

To

045 Assessment Fund

8006 Reserve

56835 Reserve - Operating

\$ 177,904

\$ -

4500 Non-Departmental - Assessment

56790 Other Contractual Services

177,904


\$ 177,904

\$ 177,904

Budget Officer

Memo

To: Barbara Casamento, Purchasing Supervisor

From: Lisa Honn, Senior Administrative Manager 

Date: August 8, 2018

Re: Extension to Contract #45002016014, Res. 19330

On Dec. 20, 2016, the Jackson County Legislature approved Resolution 19330 awarding a twelve-month contract with one twelve-month option to extend on Request for Proposals 72-16 for the furnishing of oblique photography services for use by the Assessment and GIS Departments to the Sanborn Map Company, Inc., of Colorado Springs, CO. We would now like to take our option to extend for another twelve-months.

The purpose of the extension would be to procure services to capture oblique images county-wide to be used for the 2019 bi-annual reassessment, software maintenance and support, image storage and hosting, and change detection software and analysis.

Sanborn has provided an updated proposed service agreement which is attached. Honoring their 2016 prices, the total cost of this extension is not to exceed \$177,904.



**Amendment No. 1
to
Services Agreement Res. 19330
between
Jackson County, MO
and
The Sanborn Map Company, Inc.**

This is Amendment No. 1 to the Services Agreement Res. 19330 (the "Agreement") made December 21, 2016 between Jackson County, MO (the "CLIENT") and The Sanborn Map Company, Inc. ("Sanborn") for Oblique Photography Services.

CLIENT and Sanborn hereby amend the Agreement as set forth below:

EXHIBIT A Services and Deliverables

The following shall be *added* to the **Services and Deliverables**:

2018 Services and Deliverables:

1. High-resolution Oblique Imagery, County-wide, same area of coverage as 2016 flight
2. Sanborn Oblique Analyst® software Maintenance and Support, 1 year
3. Data hosting, 1-year
4. Change Detection, 2016/2018 Flights
5. Sanborn Change Detection Viewer

EXHIBIT B Compensation

The following shall be *added* to the **Compensation**:

2018 Compensation:

CLIENT shall pay, and Sanborn agrees to accept as full consideration for its *additional* Services and Deliverables under Exhibit A of this Agreement, as amended, the firm-fixed price of One Hundred Seventy Seven Thousand Nine Hundred Four dollars and zero cents (\$177,904.00).

In all other respects, said Agreement is to remain unchanged and in full force between the undersigned.

Jackson County, MO

The Sanborn Map Company, Inc.

Name:
Title:
Date: _____

Name: John R. Copple
Title: Chief Executive Officer
Date: _____

IX. PROPOSED COST

- A. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the County.
- B. Total price shall include all costs (including, but not limited to, travel, overhead and other incidental expenses) to provide services and deliverables identified in the Scope of Work in the Request for Proposal.

Pricing Items & Categories	Price
1) High resolution oblique – County-wide (outlined in sec. IV)	\$ 152,740
2) Medium resolution oblique - County-wide (outlined in sec. IV)	\$ 91,616
3) Low resolution oblique – County-wide (outlined in sec. IV)	\$ 72,703
	\$
4) Image Viewing Software and Licenses	14,500
5) Maintenance & Support - Annual	\$ 2,900
6) Software Options and cost Change Detection	\$ 11,264
Change Detection viewing software on cloud	\$ 5,000
7) Other costs or expenses; Orthos from 3 inch flight	\$ 88,339
Orthos from 6 inch flight	\$ 35,587
Orthos from 9 inch flight	\$ 18,351
Grand Total	\$

Additionally, please note the \$2,900/year maintenance fee is not charged in year 1.

Sanborn can offer 3D Mesh at \$6,264.80.

Sanborn hosting of oblique data is \$500/month for 12 months - \$6,000

Integration with other software packages is \$9,000.

~~\$182,240~~

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the Independence School District for the use of the County's parking lot located at Kansas and Osage, for staging and gathering for a parade, at no cost to the County.

RESOLUTION NO. 19977, September 10, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Independence School District has requested the use of the County's parking lot located at Kansas and Osage for the staging and gathering place for a school parade to be held on Saturday, October 20, 2018; and,

WHEREAS, the Director of Public Works recommends the approval of this request, with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, this approval 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 request of the Independence School District be and hereby is approved and that the County Executive is hereby authorized to execute an appropriate agreement with the Independence School District, at no cost to the County and in a form to be approved by the County Counselor.

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. 19977 of September 10, 2018, was duly passed on _____, 2018 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

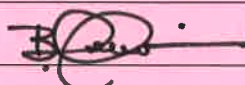
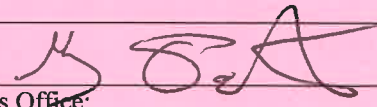
Completed by County Counselor's Office:

Res/Ord No.: 19977

Sponsor(s): Greg Grounds

Date: September 10, 2018

SUBJECT	<p>Action Requested:</p> <p><input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Jackson County Independence Parking Lot use for Independence School District Parade on October 20, 2018.</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>\$N/A</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$N/A</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$N/A</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$N/A</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$N/A	Amount previously authorized this fiscal year:	\$N/A	Total amount authorized after this legislative action:	\$N/A	Amount budgeted for this item * (including transfers):	\$N/A	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$N/A										
Amount previously authorized this fiscal year:	\$N/A										
Total amount authorized after this legislative action:	\$N/A										
Amount budgeted for this item * (including transfers):	\$N/A										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): R. 19578 9/20/17, R. 194254 9/12/16,</p>										
CONTACT INFORMATION	<p>RLA drafted by: Kimberly Byers, Office Administrator, 816-881-4418</p>										
REQUEST SUMMARY	<p>The Independence School District has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage on Saturday, October 20, 2018 from 8:00 am until Noon for the staging and gathering of the Independence School District parade:</p> <p>The following stipulations will apply:</p> <ol style="list-style-type: none">1) The county will require a Certificate of Liability Insurance from the Independence School District.2) The Independence School District will be responsible for leaving the parking lot clean of debris and in good repair.3) The parking lot will be ready for the use by the County no later than 7:00 am on Monday, October 21st, 2018.										

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: 8.28.18
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 8.28.18
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute four real property leases with property owners related to the Rock Island Railroad Corridor.

RESOLUTION NO. 19978, September 10, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Rock Island Railroad Corridor Authority requests authority to execute real property leases with four adjacent property owners encroaching on the Rock Island Rail Corridor; and,

WHEREAS, the four property owners are McCain & Steedly Holdings LLC, Automated Systems, Inc., The Elmer and Barbara Thummel Trust, and Elite Valley Properties LLC; and,

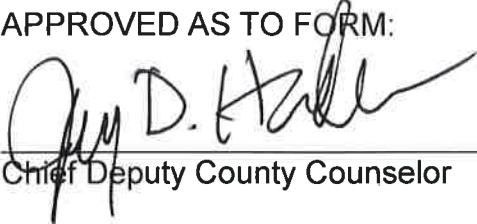
WHEREAS, the real property leases are minor in nature and do not impact the planned construction or operations for the shared use path; and,

WHEREAS, the execution of these real property leases 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 is hereby authorized to execute the attached real property leases with the four identified property owners.

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. 19978 of September 10, 2018, was duly passed on _____, 2018 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**EXECUTIVE OFFICE**

Completed by County Counselor's Office:


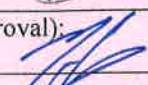
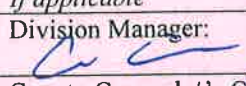
Res/Ord. No.: 19978

Sponsor(s): Dennis Waites

Date: September 10, 2018

AUG 27 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution seeking Legislative approval for the County Executive to execute several signed leases with property owners encroaching on the Rock Island Rail Corridor.</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; FROM / TO:</td><td>FROM ACCT</td></tr><tr><td>N/A</td><td>TO ACCT</td></tr></table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$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; FROM / TO:	FROM ACCT	N/A	TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00													
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Amount budgeted for this item * (including transfers):	\$0.00													
Source of funding (name of fund) and account code number; FROM / TO:	FROM ACCT													
N/A	TO ACCT													
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>													
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Matt Davis, Program Coordinator, 503-4849 / Josh Boehm Development Director, 503-4845</p>													
REQUEST SUMMARY	<p>RIRCA is seeking Legislative approval for the County Executive to execute several signed leases for property owners encroaching on the Rock Island Rail Corridor. The leases included in this Resolution are minor in nature and do not impact the planned construction or operations for the shared use path.</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>Leases signed by encroaching property owners of: McCain & Steedly Holdings LLC, Automated Systems Inc., Elmer and Barbara Thummel Trust and Elite Valley Properties LLC.</p>													

REVIEW	Department Director: 	Date: 8/24/18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 8/24/18
	Division Manager: 	Date: 8/24/18
	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.

LEASE OF REAL PROPERTY

THIS LEASE ("Lease") is entered into on _____, 2018, between **JACKSON COUNTY, MISSOURI** ("Lessor"), and **McCain & Steedly Holdings LLC**, whose address is 100 SW Scherer Road, Lee's Summit, MO 64082 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**Article 1. PREMISES; USE.**

For the purposes of leasing a portion of the Rock Island Railroad Corridor ("Railroad Corridor") purchased by Jackson County in partnership with the Kansas City Area Transportation Authority ("KCATA"), Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at 100 SW Scherer Road, Lee's Summit, MO 64082, Missouri, shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for the air conditioner pads, concrete building entrance pad, gravel parking lot, flower garden, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence _____, 2018 and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

- A. Lessee shall pay to Lessor, in advance, fixed rent of One Hundred Dollars (\$100.00) annually.
- B. Lessor shall not redetermine the rent until January 1, 2023.

Article 4. INSURANCE.

- A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under Exhibit C hereto attached and made a part hereof. Lessor shall be named as an additional insured on each insurance maintained by Lessee pursuant to the terms of this Lease.
- B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices and underwriting practices relating to Missouri local government.
- C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit C.

D. All insurance correspondence shall be directed to:

Jackson County, MO
Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, Missouri 64106

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

LESSOR:

JACKSON COUNTY, MISSOURI

By _____

LESSEE:

McCain & Steedly Holdings, LLC

James S. McCain

By  _____

Title Member _____

EXHIBIT A

Exhibit A

DEED INSTRUMENT NO. 2012E0135361

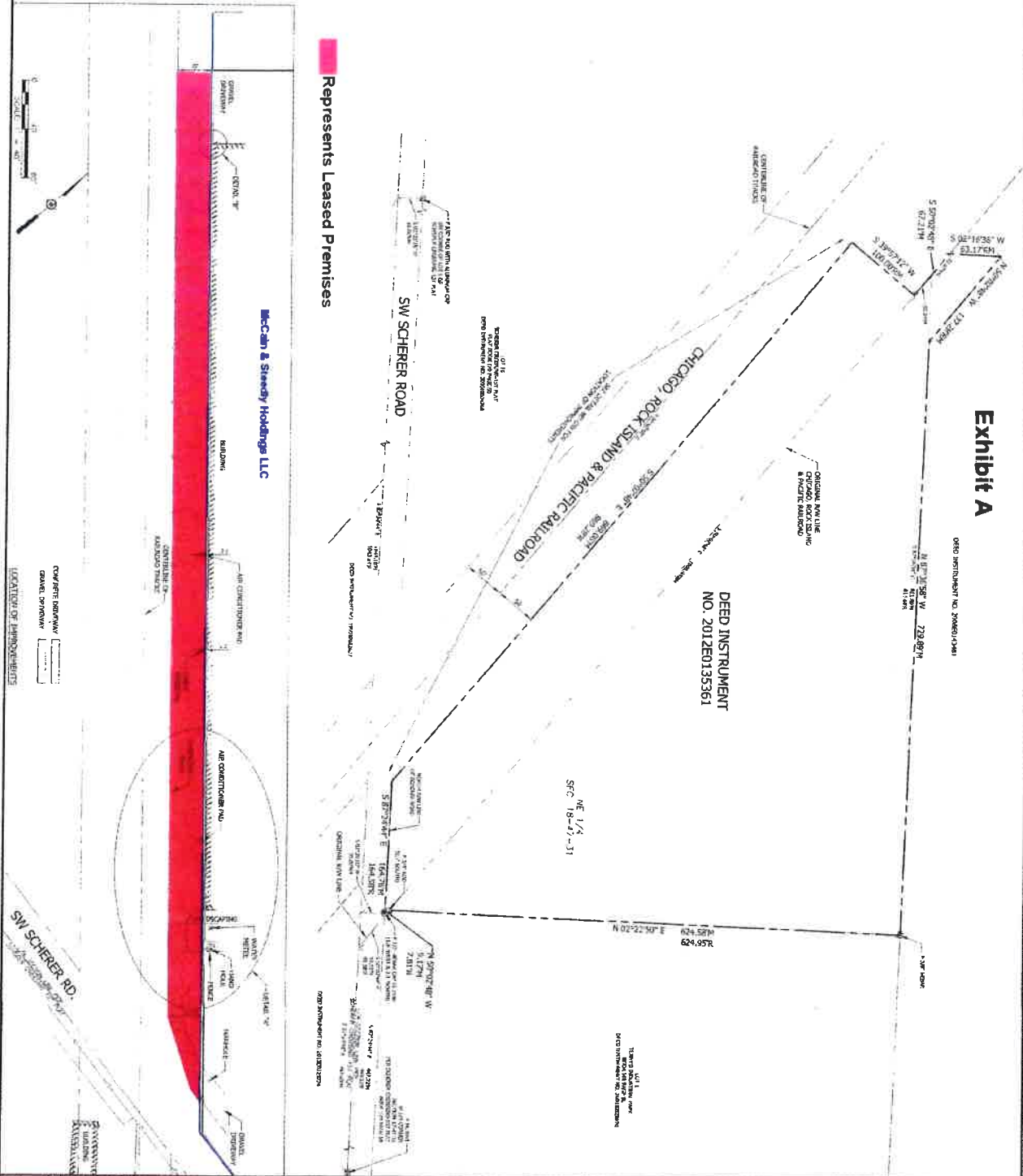


- 1. CHICAGO, ROCK ISLAND & PACIFIC RAILROAD
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- 100. CHICAGO, ROCK ISLAND & PACIFIC RAILROAD



Represents Leased Premises

McCain & Steady Holdings LLC



**PLAT OF SURVEY
ENCROACHMENT SURVEY
OF THE CHICAGO, ROCK ISLAND
& PACIFIC RAILROAD
JACKSON COUNTY, MISSOURI**

BARTLETT & WEST

4500 W. Kansas Ave., Suite 200, Kansas City, MO 64111
Tel: 816.451.1234 Fax: 816.451.1235
www.bartlettwest.com

18687.006

64 of 27

DATE OF SURVEY: 08/14/2012

DATE OF PLOTTING: 08/14/2012

DATE OF RECORDING: 08/14/2012

DATE OF CLOSING: 08/14/2012

DATE OF OPENING: 08/14/2012

DATE OF REVISION: 08/14/2012

DATE OF FINAL: 08/14/2012

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATION, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways, and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Finance Manager, Jackson County, Missouri, 415 E 12th Street, Kansas City, Missouri 64106 without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

Section 5. **WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. **CARE AND USE OF PREMISES.**

- A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.
- B. Lessee shall keep the Property in good order and condition and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property in good order and condition. Lessee shall mow the Property and adhere to all municipal codes regarding exterior property. Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through or under Lessee. No mechanics' or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Property.
- C. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business, which must be approved by Lessor in advance of being placed upon the property. Any sign that is permitted under this section shall comply with all applicable city and County code provisions.
- D. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.
- E. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. **HAZARDOUS MATERIALS.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if Lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the

Premises. Disposal and/or dumping of such small quantities of common chemicals on the property, and all other forms of contamination of the property, are strictly prohibited. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100) of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv)

cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance," "pollutant," "contaminant," or "hazardous waste," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et. seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. **UTILITIES.**

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. **LIENS.**

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such lien at Lessee's expense.

Section 10. **ALTERATIONS AND IMPROVEMENTS; CLEARANCES.**

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the need and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement or (ii) for

any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. **AS-IS.**

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. **RELEASE AND INDEMNITY.**

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. **TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty

(30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. Pursuant to the Cooperative Agreement, the Maintenance and Management Program Agreement and subsequent agreements entered by Lessor and KCATA as it relates to development of the Railroad Corridor, KCATA may trigger the termination of this Lease by providing written notice to Lessor indicating why KCATA will need this portion of the Railroad Corridor and KCATA's anticipated timeframe for needing this portion Railroad Corridor. Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.

Section 14. **LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. **VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. **FIBER OPTICS.**

Prior to any digging or construction on the Premises, Lessee shall contact Lessor to determine if fiber optic cable is buried on the Premises, Lessee will contact the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. **NOTICES.**

Any notice, consent or approval to be given under this ease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at:

Jackson County, MO
Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, Missouri 64106

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. **ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. **CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. **RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected led by any changes in the law applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 21. **MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the terms of this Lease.

EXHIBIT C
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a subtitle form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits act.

D. **Pollution Liability Insurance.** If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 4 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

E. **Umbrella or Excess Insurance.** If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

K. Lessor shall be named as an additional insured on each insurance policy described in this Lease of Real Property.

LEASE OF REAL PROPERTY

THIS LEASE ("Lease") is entered into on September 12, 2017, between **JACKSON COUNTY, MISSOURI** ("Lessor"), and **ELITE VALLEY PROPERTIES, LLC** whose address is 9616 E. 55 TH STREET, RAYTOWN MO. 64133 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**Article 1. PREMISES; USE.**

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at 9616 E. 55th Street, Raytown Missouri, shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for Lessee owned building encroachment of the shed containing equipment and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence September 12, 2017 and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of One Hundred Dollars (\$100) annually.

B. Lessor shall not redetermine the rent until January 1, 2023. After that date, not more than once every five (5) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

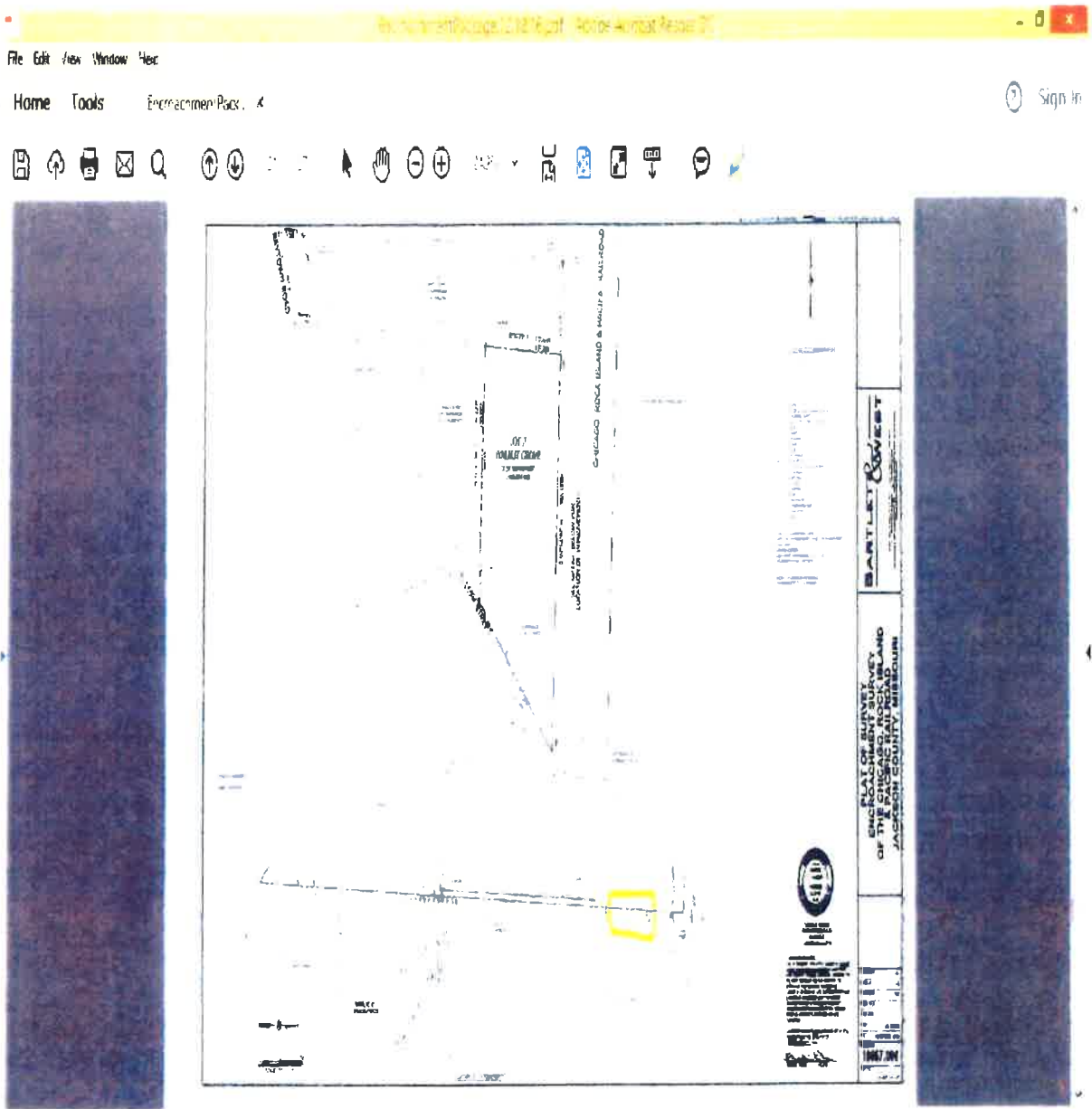
A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under Exhibit C hereto attached and made a part hereof. Lessor shall be named as an additional insured on each insurance maintained by Lessee pursuant to the terms of this Lease.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices and underwriting practices relating to Missouri local government.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit C.

D. All insurance correspondence shall be directed to:

EXHIBIT A



Section 5. **WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. **CARE AND USE OF PREMISES.**

- A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.
- B. Lessee shall keep the Property in good order and condition and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property in good order and condition. Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through or under Lessee. No mechanics' or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Property.
- C. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business, which must be approved by Lessor in advance of being placed upon the property. Any sign that is permitted under this section shall comply with all applicable city and County code provisions.
- D. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.
- E. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. **HAZARDOUS MATERIALS.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if Lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. Disposal and/or dumping of such small quantities of common chemicals on the property, and all other forms of contamination of the property, are strictly prohibited. The consent of Lessor

and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance," "pollutant," "contaminant," or "hazardous waste," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et. seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such lien at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the need and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.

Section 14. **LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. **VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. **FIBER OPTICS.**

Prior to any digging or construction on the Premises, Lessee shall contact Lessor to determine if fiber optic cable is buried on the Premises, Lessee will contact the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this

regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 21. **MODIFICATIONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the terms of this Lease.

~~D. Pollution Liability Insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 4 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.~~

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

E. Umbrella or Excess Insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute foml providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

K. Lessor shall be named as an additional insured on each insurance policy described in this Lease of Real Property.

LEASE OF REAL PROPERTY

THIS LEASE ("Lease") is entered into on _____, 2018, between **JACKSON COUNTY, MISSOURI** ("Lessor"), and Automatic Systems INC, whose address is 9230 East 47th Street Kansas City, MO 64133 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**Article 1. PREMISES; USE.**

For the purposes of leasing a portion of the Rock Island Railroad Corridor ("Railroad Corridor") purchased by Jackson County in partnership with the Kansas City Area Transportation Authority ("KCATA"), Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") near 9230 East 47th Street Kansas City, Missouri 64133, shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for Lessee owned fence encroachment, material storage, employee parking, and purposes incidental thereto, only, and for no other purpose. Materials located outside of the Premises shall be removed by Lessee.

Article 2. TERM.

The term of this Lease shall commence _____, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of One Hundred Dollars (\$100) annually.

B. Lessor shall not redetermine the rent until January 1, 2023.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under Exhibit C hereto attached and made a part hereof. Lessor shall be named as an additional insured on each insurance maintained by Lessee pursuant to the terms of this Lease.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices and underwriting practices relating to Missouri local government.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit C.

D. All insurance correspondence shall be directed to:

Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, Missouri 64106

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

LESSOR:

JACKSON COUNTY, MISSOURI
d/b/a Rock Island Rail Corridor Authority

By _____

LESSEE:




By _____
Title

EXHIBIT A

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATION, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways, and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Finance Manager, Jackson County, Missouri, 415 E 12th Street, Kansas City, Missouri 64106 without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

Section 5. **WATER RIGHTS.**

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. **CARE AND USE OF PREMISES.**

- A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.
- B. Lessee shall keep the Property in good order and condition and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property in good order and condition. Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through or under Lessee. No mechanics' or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Property.
- C. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business, which must be approved by Lessor in advance of being placed upon the property. Any sign that is permitted under this section shall comply with all applicable city and County code provisions.
- D. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.
- E. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. **HAZARDOUS MATERIALS.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if Lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. Disposal and/or dumping of such small quantities of common chemicals on the property,

and all other forms of contamination of the property, are strictly prohibited. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100) of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the

Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance," "pollutant," "contaminant," or "hazardous waste," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et. seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. **UTILITIES.**

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. **LIENS.**

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such lien at Lessee's expense.

Section 10. **ALTERATIONS AND IMPROVEMENTS; CLEARANCES.**

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the need and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement or (ii) for

any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. **AS-IS.**

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. **RELEASE AND INDEMNITY.**

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. **TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty

(30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. Pursuant to the Cooperative Agreement, the Maintenance and Management Program Agreement and subsequent agreements entered by Lessor and KCATA as it relates to development of the Railroad Corridor, KCATA may trigger the termination of this Lease by providing written notice to Lessor indicating why KCATA will need this portion of the Railroad Corridor and KCATA's anticipated timeframe for needing this portion Railroad Corridor. Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.

Section 14. **LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. **VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. **FIBER OPTICS.**

Prior to any digging or construction on the Premises, Lessee shall contact Lessor to determine if fiber optic cable is buried on the Premises, Lessee will contact the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. **NOTICES.**

Any notice, consent or approval to be given under this ease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at:

Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, Missouri 64106

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. **ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. **CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. **RIGHTS AND OBLIGATIONS OF LESSOR.**

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected led by any changes in the law applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 21. **MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the terms of this Lease.

EXHIBIT C
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a subtitle form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits act.

D. **Pollution Liability Insurance.** If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 4 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

E. **Umbrella or Excess Insurance.** If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

K. Lessor shall be named as an additional insured on each insurance policy described in this Lease of Real Property.

BEAUTIFICATION LEASE

THIS LEASE ("Lease") is entered into on _____, 20____, between **JACKSON COUNTY, MISSOURI** ("Lessor"), and Elmer and Barbara Thummel, Trustees for the Elmer and Barbara Thummel Trust, whose address is 11701 E 73rd Street, Kansas City, Missouri 64133 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:Article 1. **PREMISES; USE.**

For the purposes of beautifying the Rock Island Railroad Corridor ("Railroad Corridor") purchased by Jackson County in partnership with the Kansas City Area Transportation Authority ("KCATA") and other uses outlined below, Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at 11701 E 73rd Street, Kansas City, Missouri 64133, Missouri, shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. Premises may be used for Lessee owned driveway, material storage and purposes incidental thereto, only, and for no other purpose.

Article 2. **TERM.**

The term of this Lease shall commence _____, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. **FIXED RENT.**

A. Lessee shall pay to Lessor, in advance, fixed rent of ten Dollars (\$10) annually.

B. Lessor shall not redetermine the rent until ____ (5 years out). After that date, not more than once every five (5) years, Lessor may redetermine the rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. **INSURANCE.**

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage approved by Lessor.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

LESSOR:

JACKSON COUNTY, MISSOURI
d/b/a Rock Island Rail Corridor Authority

LESSEE:

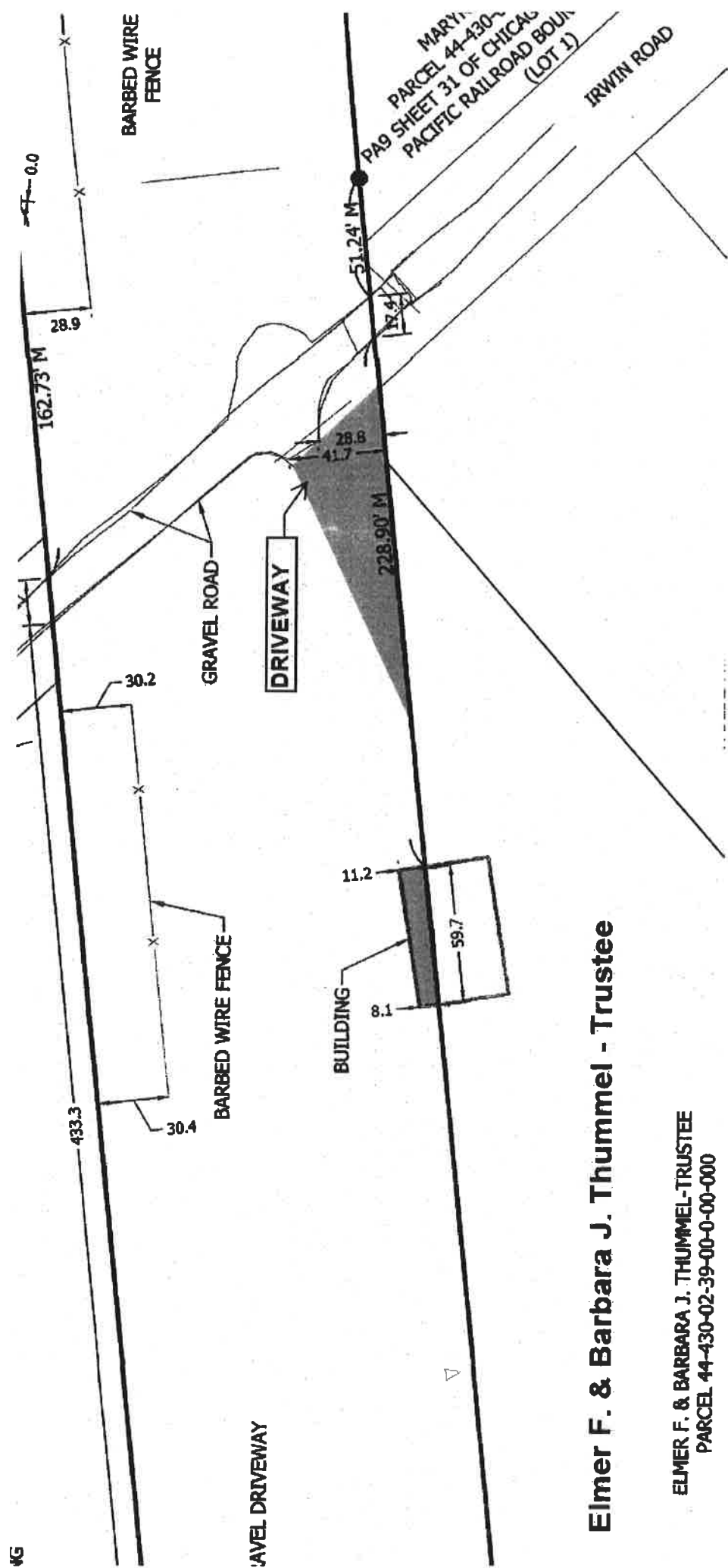
*Elmer and Barbara Thummel - Trustees
of the Elmer & Barbara
Thummel Trust
7-3-18*

By _____

By

Eliza Hummel
Barbara Hummel -
Trustee of the Elmer
& Barbara Hummel Trust
7-3-18

EXHIBIT A



Elmer F. & Barbara J. Thummel - Trustee

ELMER F. & BARBARA J. THUMMEL-TRUSTEE
PARCEL 44-430-02-39-00-00-0000

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATION

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Finance Manager, Jackson County, Missouri, 415 E 12th Street, Kansas City, Missouri 64106 without offset or deduction.

Section 4. CARE AND USE OF PREMISES.

A. Lessee shall keep the Property in good order and condition and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property in good order and condition.

Section 5. HAZARDOUS MATERIALS.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances.

Section 6. LIENS.

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such lien at Lessee's expense.

Section 7. AS-IS.

Lessee accepts the Premises in its present condition with all faults, and without warranties or covenants. Lessor shall have no duty to maintain or improve Premises.

Section 8. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

Section 9. **TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (90) days' written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises. Pursuant to the Cooperative Agreement, the Maintenance and Management Program Agreement and subsequent agreements entered by Lessor and KCATA as it relates to development of the Railroad Corridor, KCATA may trigger the termination of this Lease by providing written notice to Lessor indicating why KCATA will need this portion of the Railroad Corridor and KCATA's anticipated timeframe for needing this portion Railroad Corridor.

Section 10. **LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 11. **VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of Premises to Lessor, without Lessor giving any notice or demand for possession, and (ii) shall have removed from Premises all structures and materials not belonging

to Lessor, and restored the surface to as good a condition as the same was in before such structures were erected.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 12. **FIBER OPTICS.**

Prior to any digging or construction on the Premises, Lessee shall contact Lessor to determine if fiber optic cable is buried on the Premises. Lessee will contact telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable.

Section 13. **NOTICES.**

Any notice, consent or approval given under this lease shall be in writing, and personally served, by email or by reputable courier, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at:

Jackson County,
Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, MO 64016

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 14. **ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion.

B. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15. **CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate

created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of compensation as may be separately awarded to Lessee.

Section 16. **MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the Premises was leased to Lessee.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$84,515.00 within the 2018 General Fund for the funding of step increases and lateral hires for the remaining of the 2018 year, per the Memorandum of Understanding between the Fraternal Order of Police Lodge #50 and Jackson County.

RESOLUTION NO. 19979, September 10, 2018

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 19686, dated September 10, 2018, the Legislature did authorize the execution of a new Memorandum of Understanding (MOU) between the Fraternal Order of Police Lodge #50 and the County; and,

WHEREAS, one of the provisions of this MOU is a series of salary step increases for members of the bargaining unit; and,

WHEREAS, a transfer is needed in order to place the necessary funds for step increases and lateral hires for the remaining 2018 fiscal year in the proper spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2018 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Sheriff			
001-4201	56170-Transportation Expense	\$84,515	
001-4201	55010- Regular Salaries		\$72,451
001-4201	55040- FICA Taxes		\$ 5,543
001-4201	55050- Pension Contribution		\$ 6,521

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. 19979 of September 10, 2018, was duly passed on _____, 2018 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: 001 4201 56170
ACCOUNT TITLE: General Fund
 Sheriff
 Transportation Expenses
NOT TO EXCEED: \$84,515.00



Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19979

Sponsor(s): Alfred Jordan

Date: September 10, 2018
SEP 05 2018

EXECUTIVE OFFICE

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the transfer of \$88,304 from the Sheriff's Office Transportation Expense Fund 001-4201-56170 to the Sheriff's Office Regular Salaries 001-4201-55010 to fund Step Increases and Lateral Hires for the remainder of 2018, as covered by the MOU between the Fraternal Order of Police Lodge #50 and Jackson County. (Resolution #19686.)</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>\$: 84,515</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>\$: 84,515</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: General Fund – Sheriff 001-4201-56170 – Transportation Expense Fund</td><td>FROM ACCT</td></tr> <tr> <td>TO: General Fund – Sheriff 001-4201-55010 – Regular Salaries 001-4201-55040 - FICA 001-4201-55050 - Pension</td><td>TO ACCT</td></tr> <tr> <td></td><td>\$: 84,515</td></tr> <tr> <td></td><td>\$72,451</td></tr> <tr> <td></td><td>\$5,543</td></tr> <tr> <td></td><td>\$ 6,521</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: Sheriff's Office 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:	\$: 84,515	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$: 84,515	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM: General Fund – Sheriff 001-4201-56170 – Transportation Expense Fund	FROM ACCT	TO: General Fund – Sheriff 001-4201-55010 – Regular Salaries 001-4201-55040 - FICA 001-4201-55050 - Pension	TO ACCT		\$: 84,515		\$72,451		\$5,543		\$ 6,521
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	\$: 84,515																				
	\$72,451																				
	\$5,543																				
	\$ 6,521																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution 19686 January 8th, 2018.</p>																				
CONTACT INFORMATION	<p>RLA drafted by: Captain Scott Goodman Jackson County Sheriff's Office Commander (816) 541-8017</p>																				
REQUEST SUMMARY	<p><u>A Resolution authorizing the transfer of \$100,000.00 from the Sheriff's Office Transportation Expense Fund 001-4201-56170 to the Sheriff's Office Regular Salaries 001-4201-55010 to fund Step Increases and Lateral Hires for the remainder of 2018, as covered by the MOU between the Fraternal Order of Police Lodge #50 and Jackson County. (Resolution #19686.)</u></p>																				
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)</p>																				

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Bliss and Associates Fee Proposal	
REVIEW	Department Director: <i>[Signature]</i>	Date: <i>9-5-18</i>
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: <i>9/5/18</i>
	Division Manager: <i>[Signature]</i>	Date: <i>9-5-18</i>
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

Fiscal Note:

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

PC# _____

Date: September 5, 2018

RES # 19979

Department / Division	Character/Description	From	To
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001 General Fund

4201	Sheriff	56170	Transportation Expense	\$	84,515	
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4201	Sheriff	55010	Regular Salaries	72,451
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4201	Sheriff	55040	FICA Taxes		5,543
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4201	Sheriff	55050	Pension Contribution		6,521
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	\$	84,515	\$	84,515
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Budget Officer