

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

**AN ORDINANCE** appropriating \$57,054.00 from the undesignated fund balance of the 2020 General Fund to be used toward the cost of wellness expenses, including Weight Watchers, and the continuation of the Associate Wellness Reimbursement Program.

**ORDINANCE NO. 5321**, March 30, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, there is a remaining balance of \$52,720.00 from the 2019 Wellness Reimbursement account which should be used to fund additional wellness reimbursements for full-time associates in 2020; and,

WHEREAS, under this program, County associates will be entitled to the reimbursement of wellness-related expenses in the increased annual amount of \$175.00 per person; and,

WHEREAS, there also remains \$4,333.50 in unspent Weight Watchers funds from a prior year which should be appropriated for use for Weight Watchers and other wellness expenses in 2020; and,

WHEREAS, these programs will continue to provide County associates assistance in the pursuit of wellness activities that meet their individual needs; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$57,054	
Human Resources 001-1202	56711- Wellness Incentive		\$57,054


and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to execute all documents necessary to give effect to the intent of this Ordinance.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5321 introduced on March 30, 2020, was duly passed on \_\_\_\_\_, 2020 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. 5321.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White Jr, County Executive

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

ACCOUNT NUMBER: 001 9999 32810  
ACCOUNT TITLE: General Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$57,054.00

3/26/2020  
Date

  
Chief Administrative Officer

REQUEST **EXECUTIVE ACTION**

MAR 12 2020

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5321

Sponsor(s): Charlie Franklin

Date: March 30, 2020

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance  Project/Title: <u>An Ordinance appropriating \$57,054 from the 2020 General Fund for use of wellness expenses, including WW (Weight Watchers) and the continuation of a 2020 Associate Wellness Reimbursement Program.</u>															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="329 554 1466 989"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$57,054</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>\$57,054</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$57,054</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td> <u>FROM ACCOUNT</u>            001-9999-32810 Undesignated Fund Balance         </td> <td> <u>FROM AMOUNT</u>            \$57,054         </td> </tr> <tr> <td> <u>TO ACCOUNT</u>            001-1202-56711 General Fund – Human Resources – Wellness Incentive         </td> <td> <u>TO AMOUNT</u>            \$ 57,054         </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:	\$57,054	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$57,054	Amount budgeted for this item * (including transfers):	\$57,054	Source of funding (name of fund) and account code number:		<u>FROM ACCOUNT</u> 001-9999-32810 Undesignated Fund Balance	<u>FROM AMOUNT</u> \$57,054	<u>TO ACCOUNT</u> 001-1202-56711 General Fund – Human Resources – Wellness Incentive	<u>TO AMOUNT</u> \$ 57,054
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<u>FROM ACCOUNT</u> 001-9999-32810 Undesignated Fund Balance	<u>FROM AMOUNT</u> \$57,054															
<u>TO ACCOUNT</u> 001-1202-56711 General Fund – Human Resources – Wellness Incentive	<u>TO AMOUNT</u> \$ 57,054															
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Michelle Chrisman, Deputy Director of Human Resources, 816-881-1204															
REQUEST SUMMARY	This is a request to re-appropriate \$4,333.50 of unused 2018 WW funds to use for WW or other wellness expenses in 2020. As well as, use the remaining balance (\$52,720) from the 2019 WELLNESS REIMBURSEMENT appropriation to fund additional wellness reimbursements in 2020 for all full-time associates. In 2019, there were 133 associates that took advantage of the reimbursement. In 2020, we would like to increase the amount allocated per associate to \$175, in order to use the funds expeditiously, and further incentivize associate to take advantage of wellness opportunities that they may not typically be able to fund. As previously, associates will be given a list of eligible expenses, that they will be able to claim for reimbursement. The reimbursements are considered a benefit-in-kind and will be taxable income. Offering this wellness reimbursement program will continue to allow associates to pursue wellness activities that meet their current individual needs. A Wellness Reimbursement Program encourages and supports a well-rounded healthy lifestyle for associates both at work and at home.															
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)															



COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Michelle Christmas</i>	Date: <i>3/12/2020</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>3/12/2020</i>
	Division Manager: <i>[Signature]</i>	Date: <i>3/12/2020</i>
	County Counselor's Office: <i>[Signature]</i>	Date: <i>3/26/20</i>

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:
001-9999-32810	Undesignated Fund Balance	\$57,054

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

## Supplemental Appropriation Request

### Jackson County, Missouri

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

Date: March 12, 2020

Ord # 5321

[illegible]

Budget Office

3/12/2020

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a four-year no-interest Master Lease Agreement for the lease of personal computers and hardware for use by various County departments with Dell Financial Services, L.L.C., of Round Rock, TX, and ConvergeOne of Overland Park, KS, under the terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108 and Midwestern Higher Education Commission Contract No. MHEC-07012015, existing competitively bid government contracts, at an actual annual cost to the County in the amount of \$296,329.50.

**RESOLUTION NO. 20391**, March 30, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Director of Information Technology has proposed that the County lease six hundred personal computers for use by various County departments to provide for their needs for the upcoming four-year period from Dell Financial Services, L.L.C., an affiliate of Dell Marketing, L.P. of Round Rock, TX, and ConvergeOne of Overland Park, KS, at an actual annual cost of \$296,329.50 and a total four-year cost of \$1,185,318.00, at no interest, with funds for future years subject to annual appropriation; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends that the lease be authorized under the terms and conditions set forth in NASPO ValuePoint Contract No. MNWNC-108 and Midwestern Higher Education Commission Contract No. MHEC-07012015, existing competitively bid government contracts; and,

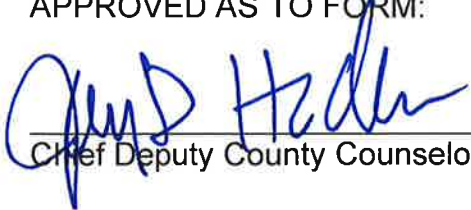
WHEREAS, this competitively bid lease option offers a higher volume discount to larger government purchasing groups; now therefore,

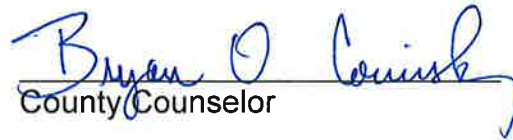
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the lease be authorized as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the lease; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20391 of March 30, 2020, was duly passed on \_\_\_\_\_, 2020 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 1305 58171  
ACCOUNT TITLE: General Fund  
Information Technology  
Personal Computers/Accessories  
NOT TO EXCEED: \$296,329.50

Funds for future years are subject to appropriation in the County's then current annual budget.

3/23/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## REQUEST FOR LEGISLATIVE ACTION

EXECUTIVE OFFICE

MAR 13 2020

Version 6/10/19

Completed by County Counselor's Office:


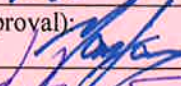

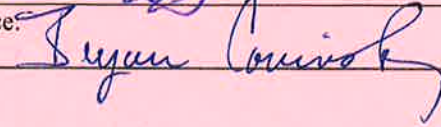
Res/Ord No.: 20391

Sponsor(s): Crystal Williams

Date: March 30, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the approval of a Forty-Eight Month No Interest Lease contract for Personal Computers for the Information Technology Department from Dell Financial Services of Round Rock, TX and ConvergeOne of Overland Park, KS under the terms and conditions of Midwest Higher Education Commission Contract No. MHEG-07012015 and NASPO Value Point Contract No. MNWNC-108, existing government contracts.</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>\$296,329.50</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>\$296,329.50</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$296,329.50</td></tr> <tr> <td>Source of funding (name of fund) and account code number: 001-1305-58171 General Fund, IT, Personal Computers and Accessories</td><td>\$296,329.50</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>This will be a 48 Month, No Interest Lease with annual payments of \$296,329.50 and total contract value of \$1,185,318.00.</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$296,329.50	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$296,329.50	Amount budgeted for this item * (including transfers):	\$296,329.50	Source of funding (name of fund) and account code number: 001-1305-58171 General Fund, IT, Personal Computers and Accessories	\$296,329.50
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Source of funding (name of fund) and account code number: 001-1305-58171 General Fund, IT, Personal Computers and Accessories	\$296,329.50										
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>The Jackson County IT Department would like to lease 600 new personal computers for County wide use to replace the aging fleet of personal computers currently in use. This Forty-Eight Month, No Interest Lease would allow the County to receive the hardware and make four affordable annual payments of \$296,329.50 for a total contract value of \$1,185,318.00. Dell Financial Services will retain ownership of the 600 personal computers throughout the term of the lease agreement. The personal computers will be returned to Dell Financial Services upon termination of the forty-eight-month agreement.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Information Technology and the Director of Finance and Purchasing recommend the approval of this no-interest lease to replace the County's aging personal computers. This competitively bid lease option offers a higher volume discount to larger government purchasing groups.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals    No goals assigned  <input type="checkbox"/> VBE Goals</p>										



ATTACHMENTS	Memorandum from Michael Erickson, Director of IT and GIS, Lease documents and pertinent pages of the contracts.	
REVIEW	Department Director: 	Date: 3/12/2020
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/12/2020
	Division Manager: 	Date: 3/13/2020
	County Counselor's Office: 	Date: 3/23/20

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:

This expenditure was included in the Annual Budget.

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

Date: March 4, 2020

RES # 20391

Department / Division	Character/Description	Not to Exceed
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**001 General Fund**

1305 Information Technology	58171 Personal Computers/Accessories	\$ 296,330
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**FUTURE YEARS ARE SUBJECT TO APPROPRIATION**

\$ 296,330

  
Budget Office





**Department of  
INFORMATION TECHNOLOGY  
JACKSON COUNTY, MISSOURI**

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816-881-3151

415 EAST 12TH STREET, ROOM G-8  
KANSAS CITY, MO 64106

**TO: CRAIG REICH, SENIOR BUYER**

**FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS** *ME*

**DATE: MARCH 19, 2020**

**RE: RLA FOR APPROVAL TO LEASE COMPUTERS FROM DELL FINANCIAL SERVICES AND CONVERGE ONE**

**PLEASE GENERATE AN RLA REQUESTING APPROVAL FOR THE JACKSON COUNTY IT DEPARTMENT TO ENTER A LEASE AGREEMENT WITH DELL FINANCIAL SERVICES OF SIX HUNDRED NEW PERSONAL COMPUTERS FOR COUNTY WIDE USE TO REPLACE THE AGING FLEET OF PERSONAL COMPUTERS CURRENTLY IN USE. THIS FORTY-EIGHT MONTH, NO INTEREST LEASE CONTRACT WILL BE PURCHASED USING EXISTING GOVERNMENT CONTRACTS MIDWEST HIGHER EDUCATION COMMISSION CONTRACT NO. MHEG-07012015 AND NASPO VALUE POINT CONTRACT NO. MNWNC-108. THE LEASE CONTRACT THROUGH DELL FINANCIAL SERVICES WILL ALLOW THE COUNTY TO RECEIVE THE HARDWARE AND MAKE FOUR AFFORDABLE ANNUAL PAYMENTS OF \$296,329.50 FOR A TOTAL CONTRACT VALUE OF \$1,185,318.00.**

EFFECTIVE DATE: December 19, 2019  
MASTER LEASE AGREEMENT NO. 596471-61824

**LESSOR:** Dell Financial Services L.L.C.

**LESSEE:** Jackson County, Missouri

Mailing Address:  
ONE DELL WAY  
Round Rock, TX 78682

Principal Address:  
415 E 12TH ST  
KANSAS CITY, MO 64106

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lease is noncancelable by Lessee, except as expressly provided in Section 5.

#### 1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

#### 2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

#### 3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The

#### 4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any

reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

## **5. APPROPRIATION OF FUNDS.**

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

## **6. LICENSED MATERIALS.**

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

## **7. USE; LOCATION; INSPECTION.**

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

## **8. RETURN.**

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

## **9. RISK OF LOSS; MAINTENANCE; INSURANCE.**

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

## 10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

## 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

## 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

## 13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

#### 14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

#### 15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

#### 16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however,

that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

#### 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

#### 18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

#### 19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

#### 20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

#### 21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY MO LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN JACKSON COUNTY, MO, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

#### 22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed

copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

**Jackson County, Missouri**  
"Lessee"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Dell Financial Services L.L.C.**  
"Lessor"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS\_Customer\_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

## I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # <b>021000021</b> Account # <b>432217011</b> MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to <b>USDFSCASHPAYMENTS@ dell.com</b>
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # <b>021000021</b> Account # <b>432217011</b> MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to <b>USDFSCASHPAYMENTS@ dell.com</b> JPM Swift Code for international wires only: <b>CHASUS33</b>
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

## II. Your Company Information

Company Name: Jackson County, Missouri

Physical Address (primary location): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

## III. Schedules:

Name of recipient(s) to receive monthly schedules for reconciliation:

Attention: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Would you prefer to sign your documents electronically via Echosign?

☐ Yes

☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?\*

☐ Cost Center

☐ Equipment Type

☐ Equipment Location

☐ PO Number

\*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

## IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO will be issued:

Do you utilize blanket PO's?

☐ Yes

☐ No

Do you use a different PO for payment versus procurement?

☐ Yes

☐ No

Is PO fulfillment required for scheduling?

☐ Yes

☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary?

☐ Yes

☐ No

If yes, when are meetings held? \_\_\_\_\_

Fiscal Year is from \_\_\_\_\_

to \_\_\_\_\_

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: \_\_\_\_\_

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

AP Email Address: \_\_\_\_\_ AP Direct Telephone Number: \_\_\_\_\_

Email Address for PDF or Electronic Invoices (if different than AP contact): \_\_\_\_\_

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name): \_\_\_\_\_

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Do you use a different PO number for payment versus procurement? ☐ Yes ☐ No

**Note:** the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

**Sales/Use Tax Exemption:** Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

**Note:** If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for each state in which the products are located.

**Tax Exempt Certificate Requirements:**

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

**The following are not acceptable forms of Tax Exemption Certificates:**

- IRS letter declaring the company as a non-profit (501-C) entity\*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

\*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

**Business Personal Property Tax:** Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



February 21, 2020

Prepared For:

Jackson County, MO

Mike Erickson

4YR Fair Market Value Lease

Dell Client/SVCS Converge 1 SVCS

**PPT INCLUDED in LRF**

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term Option	48 FMV
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	Payments

Dell Partner Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	4 Payments
C1 Statement of Work	DaaS IT Lifecycle service Dell Client	\$1,117,549.80	1	\$1,117,549.80	0.28516	\$296,329.50
	<b>Total Cost 4 Annual Payments</b>					<b>\$1,185,318.02</b>

**Proposal Expiration Date:**

April 15, 2020

**PLEASE NOTE:**

**Personal Property Taxes (PPT) will be assumed by DFS.**

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Upon expiration, lease rates may be changed in the event that market rates change. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**

**Fair Market Value (FMV) Lease:**

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

**Mark Opyd**

Account Executive

DELL - FINANCIAL SERVICES

Mark\_Opyd@dell.com

708-941-9163

February 21, 2020

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS.

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

**AMENDMENT NO. 1 DATED JANUARY 9, 2020  
TO THE MASTER LEASE AGREEMENT DATED DECEMBER 19, 2019  
BETWEEN JACKSON COUNTY, MISSOURI  
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between Jackson County, Missouri ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 9, "Risk of Loss; Maintenance; Insurance".

Delete the fourth sentence of subsection (a) in its entirety and insert the following in its place: "Lessee shall have the right to self-insure in accordance with the standards set forth above in accordance with Lessee's existing self-insurance program for equipment owned by Lessee, provided Lessee will provide a self-insurance letter or certificate in a form reasonably acceptable to Lessor."

2. Section 16, "Indemnification".

Delete this section in its entirety and replace it with the following:

"Both parties agree to be responsible for their own acts or omissions."

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSOR:**  
**DELL FINANCIAL SERVICES L.L.C.**

**LESSEE:**  
**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

**SECRETARY/CLERK CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that:

(i) I am the duly elected, qualified, and acting \_\_\_\_\_ (Clerk, Secretary, etc.) of Jackson County, Missouri, a MO public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY  
(cannot be Clerk/Secretary  
authenticating this certificate)

TITLE OF AUTHORIZED  
SIGNATORY

SIGNATURE OF AUTHORIZED  
SIGNATORY

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 596471-61824 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called \_\_\_\_\_ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the \_\_\_\_\_ day of \_\_\_\_\_ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from \_\_\_\_\_ to \_\_\_\_\_.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Clerk or Secretary)

Date: \_\_\_\_\_

---

Subscribed to and sworn before me:

Notary Public: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. DELL MARKETING, L.P.**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *D. Wington*

Signature

Diane Wington

Printed Name

Title: Contracts Program Manager

Date: 02/14/2017

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Andy Doren*

Title: Acquisition Management Specialist

Date: 2/15/17

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: *Laura J. Jernett*

Date: 2/16/2017

**Amendment #2  
BETWEEN  
MIDWESTERN HIGHER EDUCATION COMMISSION  
AND  
DELL MARKETING L.P.**

Whereas, this Amendment #2 is entered into by and between Dell Marketing L.P. and the Midwestern Higher Education Commission (MHEC), contract number MHEC-07012015 and shall be effective upon the date of last signature below,

Whereas, the parties entered into the Master Price Agreement dated June 17, 2015 (the "Master Agreement") and the parties now desire to amend the terms of the Master Agreement.

Now, therefore:

**Section 5. Master Agreement Term** shall be deleted in its entirety and replaced with the following:

**"5. Master Agreement Term**

This Master Agreement shall be effective on June 17, 2015 and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, until June 30, 2020. The Master Agreement may be mutually renewed for two (2) additional one-year terms, upon written agreement of the Parties, unless terminated pursuant to the terms of this Agreement."

**Section 12.D Services Pricing** shall be deleted in its entirety and replaced with the following:

"D. Dell may offer a direct or indirect leasing program as a financial Service under a separate leasing agreement. Eligible Organizations may elect to lease purchases under a separate lease agreement. Dell Financial Services ("DFS") offers state and local government leasing options. The Parties recognize that leasing agreements are separate and independent agreements between the Eligible Organization and the leasing entity, with the terms thereof constituting the entire agreement for leasing. For purposes of this Agreement, it is noted that DFS is its own separate and distinct entity. The DFS representative leasing are attached as Exhibit A"

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment #2, this Amendment #2 shall control.

Midwestern Higher Education Commission

  
Signature

Susan Heegaard, President  
Name and Title

5/22/19  
Date

Dell Marketing L.P.

  
Signature

Sadie Robbins, SR. Contract Manager  
Name and Title

5/22/19  
Date



**Amendment #3  
BETWEEN  
MIDWESTERN HIGHER EDUCATION COMMISSION  
AND  
DELL MARKETING L.P.**

Whereas, this Amendment #3 is entered into by and between Dell Marketing L.P. and the Midwestern Higher Education Commission (MHEC), contract number MHEC-07012015, and shall be effective upon the date of the last signature below,

Whereas, the parties entered into the Master Price Agreement dated June 17, 2015 (the "Master Agreement") and the parties now desire to amend the terms of the Master Agreement.

Now, therefore:

**Section 5. Master Agreement Term shall be deleted in its entirety and replaced with the following:**

**"5. Master Agreement Term**

This Master Agreement shall be effective on June 17, 2015 and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, until June 30, 2022."

**Exhibit A - MHEC Discount Category Pricing shall be deleted in its entirety and replaced with the new Exhibit A – MHEC Discount Category Pricing, attached hereto.**

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment #3, this Amendment #3 shall control.

Midwestern Higher Education  
Commission

Susan Heegaard  
Signature

Susan Heegaard, President  
Name and Title

9/13/19  
Date

Dell Marketing L.P.

Sadie Robbins  
Signature

Sadie Robbins  
Name and Title

9/12/2019  
Date

# New Device deployment services

Jackson County MO

IT Lifecycle Service Statement of Work

NAM -Tommy Messersmith

April 1, 2020

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## Project Overview

The Customer is deploying new PC laptops and desktops throughout their locations. Units are being leased for 4 years and at the end of the lease term, ConvergeOne will support the device retrieval. ConvergeOne will image and perform a quality assurance on each PC. ConvergeOne will then ship and install all PC's to the Customer's location. ConvergeOne will also support the user migration for each system.

This Statement of Work ("SOW") is made and entered into between ConvergeOne ("ConvergeOne") and Jackson County ("Customer").

This SOW defines the services and deliverables that ConvergeOne shall provide to Customer pursuant to the Solution Summary. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed and attached to the Agreement.

The scope and pricing of this SOW are valid for 30 days from the **Effective Date of 04/1/2020**. After 30 days, the information contained in the SOW is no longer valid and will need to be re-assessed which could lead to an increase in cost of services and delay in execution of the project.

## Product

ConvergeOne will be providing 479 Optiplex 7070s, 85 Mobile Precision 3540s, 15 Latitude 5300s, and 21 Latitude 5420s. Full specifications are listed below:

OptiPlex 7070 MFF MLK		Mobile Precision 3540	
Description	SKU	Description	SKU
Optiplex 7070 Micro XCTO	210-ASEF	Dell Mobile Precision Workstation 3540 CTO	210-ARVX
Intel Core i5-9500T (6 Cores/9MB/6T/2.2GHz to 3.7GHz/35W); supports Windows 10/Linux	338-BRSV	Intel Core i5-8365U Processor, 4 Core, 6MB Cache, 1.6GHz, 4.1GHz Turbo, 15W, vPro	379-BDKH
Win 10 Pro 64 English, French, Spanish	619-AHKN	Win 10 Pro 64 English, French, Spanish	619-AHKN
No AutoPilot	340-CKSZ	Microsoft(R) Office 30 Days Trial	658-BCSB
Microsoft(R) Office 30 Days Trial	658-BCSB	Intel Core Processor i5-8365U with Intel UHD Graphics 620	329-BECT
16GB 1X16GB DDR4 2666MHz Non-ECC	370-ADZP	Integrated Intel UHD 620 Graphics	490-BEZR
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUP	No WWAN Support	320-BCYR
Thermal Pad	412-AALV	Non-touch Bezel, Mic only	325-BDJC
M2X3.5 Screw for SSD/DDPE	773-BBBC	15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, 220nit	391-BEMV
No Additional Hard Drive	401-AANH	16GB, 1x16GB, DDR4 2666MHz Non-ECC Memory	370-AEDT

OptiPlex 7070 Micro with 90W up to 87% efficient adapter	329-BEJG	M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-AWZO
US Power Cord	450-AAZN	SSD Bracket/Holder, 2230 M.2 PCIe	575-BBXV
CMS Software not included	632-BBBJ	US English Keyboard Non-backlit 10 Key Numeric Keypad Single Pointing	583-BFBJ
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BDZU	SP Palmrest w/ Touch Fingerprint Reader only	346-BFLB
Internal Wireless Antennas	555-BDZX	Intel® Dual Band Wireless AC 9560 (802.11ac) MU-MIMO Dual Band 2x2 + Bluetooth 5.0	555-BEFI
Wireless Driver, Intel 9560AC	555-BEYM	4 Cell 68Whr ExpressCharge Capable Battery	451-BCIO
No Integrated Stand option	575-BBBI	65W AC Adapter, 7.4mm Barrel	492-BBXF
No Additional Cable Requested	379-BBCY	Intel vPro Technology Enabled	631-ACBI
No PCIe add-in card	492-BBFF	Dell Precision Optimizer	640-BBRC
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	No DDP ESS Software	634-BENZ
Black Dell MS116 Wired Mouse	275-BBBW	Resource Media not Included	430-XYGV
No Cove	320-BCGK	OS-Windows Media Not Included	620-AALW
Not selected in this configuration	817-BBBC	Quick Setup Guide for Mobile Precision 3540	340-CLUB
SupportAssist	525-BBCL	No ENERGY STAR Qualified	387-BBCE
Dell Applications for Windows	658-BBLB	No AutoPilot	340-CKSZ
Waves Maxx Audio	658-BBRB	Custom Configuration	817-BBBB
Software for OptiPlex 7070	658-BEHB	Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN
OS-Windows Media Not Included	620-AALW	No Removable CD/DVD Drive	429-AATO
ENERGY STAR Qualified	387-BBLW	Bottom door	354-BBBG
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	US Order	332-1286
Placemat for OptiPlex 7070 MFF	750-ABKV	Regulatory Label included	389-BEYY
US Order	332-1286	FCC Label	389-DPPX
No UPC Label	389-BCGW	E5 Power Cord (US)	537-BBBD
TPM Enabled	329-BBJL	Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK
Ship Material for OptiPlex Micro Form Factor	340-CDWS	BTO Standard Shipment (S)	800-BBGT
Shipping Label for DAO	389-BBUU	System Shipment Material	328-BCZO
Regulatory Label 7070 MFF 90W (35W CPU)	389-DQJV	Shipping Material, Mobile Precision 35X0	328-BCZX
No CompuTrace	461-AABF	Shuttle Shipping Information	328-BCZX
No Intel Responsive	551-BBBJ	Direct ship Info Mod	340-AAPP
Intel Core i5 Label for Vpro	389-DQKS	Dell Precision Ship Material for WW (MWS 3540)	340-CLTX
Desktop MFF BTO Standard Shipment	800-BBPR	No Docking Station	452-BBSE
90 Watt AC Adapter	450-AELY	8th Gen Intel Core i5 vPro processor label	389-CGJO
Intel vPro Technology Enabled	631-ACCZ	No Anti-Virus Software	650-AAAM
Dell SupportAssist OS Recovery Tool	658-BEOK	No UPC Label	389-BCGW
Custom Configuration	817-BBBB	SupportAssist	525-BBCL
No Anti-Virus Software	650-AAAM	System Driver for Mobile Precision 3540	631-ACBL
No Option Included	340-ACQQ	Dell(TM) Digital Delivery Cirrus Client	640-BBLW

No Optane	400-BFPO	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR
Dell Limited Hardware Warranty Plus Service	812-3886	Waves Maxx Audio	658-BBRB
ProSupport Plus: Accidental Damage Service, 4 Years	812-3934	Dell Developed Recovery Environment	658-BCUV
ProSupport Plus: Keep Your Hard Drive, 4 Years	812-3935	Dell Power Manager	658-BDVK
ProSupport Plus: Next Business Day Onsite 4 Years	812-3936	No Mouse	570-AADK
ProSupport Plus: 7x24 Technical Support, 4 Years	812-3937	No Carrying Case	460-BBEX
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	CMS Software not included	632-BBBJ
		Not selected in this configuration	817-BBBC
		ProSupport Plus: Accidental Damage Service, 4 Years	997-1069
		ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091
		Dell Limited Hardware Warranty Plus Service	997-1129
		ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137
		ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067
		Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367
		No Option Included	340-ACQQ
<b>Latitude 5300 2-IN-1</b>		<b>Dell Latitude 5420</b>	
<b>Description</b>	<b>SKU</b>	<b>Description</b>	<b>SKU</b>
Dell Latitude 5300 2-in-1 XCTO	210-ASQY	Dell Latitude 5420 Rugged, CTO	210-AQPT
8th Generation Intel Core i5-8365U Processor (4 Core, 6MB Cache, 1.6GHz, 15W, vPro-Capable)	379-BDLC	8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC
Win 10 Pro 64 English, French, Spanish	619-AHKN	Win 10 Pro 64 English, French, Spanish	619-AHKN
No AutoPilot	340-CKSZ	No AutoPilot	340-CKSZ
Microsoft(R) Office 30 Days Trial	658-BCSB	Microsoft(R) Office 30 Days Trial	658-BCSB
No DDP ESS Software	634-BENZ	Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPTK
Intel(R) Core(TM) i5-8365U Processor Base (4 Core, 6MB Cache, 1.6GHz, 15W, vPro-Capable)	338-BRHG	Intel vPro Technology Advanced Management Features	631-ABWJ
Base Assembly	338-BRHH	16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG
Intel vPro Technology Advanced Management Features	631-ACCL	M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDKP	RGB Camera	319-BBFN
No Anti-Virus Software	650-AAAM	SYSTEM RATING LABEL	389-DOPP
No Additional Hard Drive	401-AADF	Sealed Internal RGB Backlit English Keyboard	580-ABYR
13.3" FHD (1920 x 1080) Anti-Reflective, IPS, Touch, RGB Camera & Microphone, WLAN Capable	391-BEHW	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE
Single Pointing US English Keyboard with Backlight	583-BFLY	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD
No Mouse	570-AADK	WLAN Bracket	575-BBYW
Wireless Drivers for Intel 9560 + Bluetooth 5.0	555-BEWO	No Mobile Broadband Card	362-BBBB
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BESD	3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG
No Mobile Broadband Card	556-BBCD	90 Watt AC Adapter	492-BCNQ
4 Cell 60Whr ExpressCharge™ Capable Battery	451-BCIY	Dell Top Case and Palmrest with Security	346-BEVD

65W AC Adapter, 7.4mm Barrel	492-BBXF	RFID Module Label	389-DOOP
Palmrest with No Fingerprint Reader and No SmartCard Reader	346-BFJG	RFID Module Label	389-DOQY
Custom Configuration	817-BBBB	Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ
Mix Model Packaging DAO with 7.4mm 65W adapter config	340-CMEF	No Anti-Virus Software	650-AAAM
No Resource DVD / USB	430-XXYG	OS-Windows Media Not Included	620-AALW
ENERGY STAR Qualified	387-BBNQ	Dummy Airbay Cover	325-BDEH
No UPC Label	389-BCGW	No Additional IO Ports	590-TEYC
Regulatory Label, FCC	389-DPGZ	No Resource DVD / USB	430-XXYG
Dell Developed Recovery Environment	658-BCUV	TPM Enabled	340-AJPV
Additional Software	658-BEHL	System Driver, Dell Latitude 5420	640-BBRG
No Media	620-AAOH	Dell Developed Recovery Environment	658-BCUV
No Docking Station	452-BBSE	Quick Referene Guide	340-CHGB
Setup and Features Guide	340-CLZL	Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN
Regulatory Label included	389-BEYY	US Order	332-1286
8th Gen Intel Core i5 vPro processor label	389-CGJO	Shuttle SHIP Material	328-BCXL
BTO Standard Shipment (VS)	800-BBQK	Directship Info Mod	340-CKTD
US Power Cord	450-AAEJ	Regulatory Label included	389-BEYY
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	No UPC Label	389-BDCE
No Option Included	340-ACQQ	E5 Power Cord (US)	537-BBBD
US Order	332-1286	8th Gen Intel Core i5 vPro processor label	389-CGJO
Bottom Cover	354-BBBO	BTO Standard shipment Air	800-BBGF
Dell Limited Hardware Warranty Extended Year(s)	975-3461	Factory Installed Rigid handle tied sku	540-BCIH
Dell Limited Hardware Warranty	997-8317	No Option Included	340-ACQQ
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	No Option Included	340-ACQQ
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	ENERGY STAR Qualified	387-BBNJ
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-8388	ProSupport Plus: Next Business Day Onsite, 1 Year Extended	808-6795
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-8389	ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797
ProSupport Plus: Accidental Damage Service, 4 Years	997-8390	Dell Limited Hardware Warranty Initial Year	808-6805
ProSupport Plus: 7x24 Technical Support, 4 Years	997-8391	ProSupport Plus: Accidental Damage Service, 4 Years	808-6819
		ProSupport Plus: Keep Your Hard Drive, 4 Years	808-6822
		ProSupport Plus: 7X24 Technical Support, 4 Years	808-6843
		Dell Limited Hardware Warranty Extended Year(s)	975-3461
		Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367

## Scope of Services

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are operating under like-expectations for the project.



## **Project Location and Quantities**

ConvergeOne ITLS - Depot

A total of 600 Laptops and PCs are part of this engagement. Client may designate their desired mix of Laptops and desktops up to 600 units.

Systems will be shipped to each designated location.

## **Execution**

This section of the Statement of Work covers the work that will be performed during the Execution phase of this project.

### **Delivery Location(s)**

ConvergeOne will deliver the devices to a designated Customer's central location.

### **Implementation Tasks**

This section details the Implementation Tasks of the project.

#### **Inventory Management**

- Systems will be shipped to ConvergeOne and will be securely stored as the client's inventory.
- ConvergeOne will pull the systems from inventory.
- ConvergeOne will submit the systems to the ConvergeOne Configuration Depot for services.
- Inventory counts will be reviewed upon receipt and deployment.

#### **System Imaging**

##### **Pre-Configuration Services**

ConvergeOne will complete pre-work in preparation of the hardware benching.

- ConvergeOne will prepare the Technician Instruction Sheet (TIS)
- The Customer will sign-off on the TIS. This will designate acceptance of the work to be performed at the C1 depot.
- The TIS will include the QA/QC checklist confirmation

##### **Configuration Services**

ConvergeOne will setup and Image the requested systems.

- ConvergeOne will bench each device.

- ConvergeOne will image each device with the customer provided image.
- ConvergeOne will capture and provide a complete inventory report upon project completion this will include; serial numbers, inventory line and delivery location.
- Customer will provide 1 of each system with their image. This will serve as the seed unit for each model.
- Asset Tag each device in the approved location
- In order to join the system to the Customer's domain, a vpn tunnel between ConvergeOne and the Customer's environment will need to be set up.
  - Customer will provide the complete VPN form.
  - Customer will work with ConvergeOne staff to ensure VPN tunnel is up and functioning.

### Quality Assurance

ConvergeOne's configuration quality technicians perform a quality assurance check on each build that passes through the configuration service depot. Each system is carefully and thoroughly inspected.

- QA documentation is created and attached with each deployment order.
- Example QA inspection points are as follows:
- Setup Verification
  - Verify that all system and monitors can power on.
  - Visually confirm and validate that cable management is acceptable to the Customer's onsite representative.

### Deployment Services - Delivery

- ConvergeOne technician will transport the completed order to the logistics department.
- Logistics Management Team will fulfill on the request.
- Logistics QA is performed to validate the accuracy of all order information.
- ConvergeOne will ship the order to the designated location based on the information provided by the Customer utilizing the client's 3<sup>rd</sup> party carrier account.

### Onsite Migration Services

- ConvergeOne will provide onsite services.
  - A Technician instruction sheet will be generated specifically for onsite activities.
- Onsite Install;

- During the main deployment, an onsite resource will be provided at the La Mirada location to install the PCs into the existing location attaching all the existing cables and peripherals.
- The customer will coordinate with the ConvergeOne project coordinator to schedule the individual system installations.
- This scope is for La Mirada installations only.
- All systems will be imaged at the ConvergeOne Depot, delivered and then delivered based on the agreed to schedule.
- Onsite migration support;
  - The ConvergeOne resources, following the TIS, will then kickoff a user migration from the old system to the new system.
  - A migration tool or software will be utilized.
  - The customer will coordinate with the ConvergeOne project coordinator to schedule the individual system migrations.
  - Cable management will be cleaned but match existing.
  - Desktops will not be mounted to the rear of monitors and cables will be managed cleanly, but flexibly.
  - Assumptions;
    - Migrations will take a maximum of 2 hours a user.
    - Migrations may be initiated concurrently for at least 2 users.
    - Client will provide all necessary access.
    - Users will be scheduled by the client and coordinated with the ConvergeOne project coordination team.
    - Users will cooperate with the migration.
    - Migrations will occur during business hours.
      - ConvergeOne will work with the client team to minimize the migrations impact to the Client's business and operation.
    - ConvergeOne is not responsible for data integrity, recovery or troubleshooting system performance.
    - Control of User profiles, settings, permissions and applications will be the client's responsibilities.

### **Onsite Retrieval services**

- ConvergeOne will retrieve the deployed units at the end of the lease term from each designated end user, following the approved process.

- A retrieval schedule will be created with the client's input and approval to minimize impacts to the Client's end user.
- ConvergeOne will work with the client to back up each unit, retrieve the unit back to the ConvergeOne depot.
- ConvergeOne will receive the units back the Ontario depot, inventory each system, inspect it for damage and wipe the device hard drive.
- The devices will then be palletized and shipped back to Dell Financial Services

## **Project Management**

ConvergeOne assumes the following project management responsibilities:

- Designate a ConvergeOne Project Manager to be the Customer's primary point of contact for all project activities.
- Project manager will be responsible for supporting and managing the initiation of the program and the client's initial deployment.
  - Following the completion of the initial deployment, the Project Manager will hand coordination responsibilities to the ITLS ALM Team.
- Coordinate with the Customer and ConvergeOne project personnel to facilitate the project
- Regularly review ConvergeOne project activities, any checkpoint meetings and overall schedule for the project activities
- Ensure ConvergeOne employees and any ConvergeOne subcontractors conform to the Customer's reasonable workplace policies, conditions and safety regulations that are consistent with ConvergeOne obligations herein. Customer will provide a written list of these obligations to ConvergeOne in writing prior to commencement of the Services. ConvergeOne personnel or subcontractors shall not be required to sign individual agreements with the Customer or waive any personal rights
- Confirm the Customer's business goals and review items to be completed prior to the installation or deployment date(s)

## **Scope of Work Assumptions**

This SOW, and the service pricing herein, was prepared based partly on the following key assumptions ("Assumptions"). Any deviations from these Assumptions that arise during the

project shall be managed through the Change Management procedures as defined herein. Customer agrees that any changes in the Assumptions may result in an adjustment in the Service Pricing.

### **General Assumptions**

- Delays caused by the lack of completed site preparation or the Customer's failure to meet any responsibilities specified in this SOW may be billed at ConvergeOne T&M rates and may include reasonable travel and other expenses
- This SOW exclusively defines the scope of the services that ConvergeOne shall provide to the Customer. This SOW shall not apply to any purchase of product or maintenance, which must be purchased separately, under terms outside the scope of this SOW
- A new SOW will be required for any additional project services following the completion of the activities under this SOW or in support of any other services requested by the Customer outside the scope of this SOW
- ConvergeOne may require a lead-time of up to 30 days from acceptance of a Purchase Order from the Customer to begin work
- The Customer shall designate a person to whom all ConvergeOne communications may be addressed and who has the authority to act on all aspects of this SOW
- The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications
- The Customer will provide accurate information about the network infrastructure in its current state, identifying any significant problems in the current voice and data environments and ensuring pre-requisite hardware, software, network and connectivity configurations are acquired and available
- The Customer is responsible for all licenses and software associated to this project. Any delays due to lack of proper licenses and or software may incur additional costs
- The Customer is responsible for all hardware, software, and service maintenance contracts. ConvergeOne may choose to not fulfill items within the scope of this SOW if maintenance contracts are not valid and up to date
- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change
- ConvergeOne will not be held liable for lost or corrupted Customer data

- Defective, damaged, or missing materials are not the responsibility of ConvergeOne and if found, will be reported immediately to Customer
- Ad hoc material purchases that ConvergeOne is required to make to complete this project, as agreed upon by Customer in advance, will be invoiced at actual cost at the time of purchase
- SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured notebooks, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.
- INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured notebooks will be at the Customer's destination unless otherwise requested. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

## **Personnel**

ConvergeOne follows a skills-based implementation philosophy. Based on a project's needs, individuals with specific skill sets may be engaged at various phases of this project. This allows ConvergeOne to provide the Customer with a specialized team to accomplish a successful implementation. The ConvergeOne Project Manager is responsible for assigning and scheduling engineers as needed.

## **Project Schedule**

Project duration and end date are dependent upon ConvergeOne and Customer availability, Customer readiness, and the actual start date.

ConvergeOne will use commercially reasonable efforts to commence delivery of services defined in this SOW within four (4) weeks from the date of the Customer's approved purchase order and signed and submitted SOW.

Project work required beyond the term of the Estimated Project Duration specified in this section may require a ConvergeOne Change Request Form signed by both parties in accordance with the Project Change Management procedures defined herein. Any extension of the project's duration for any reason other than delays caused solely by ConvergeOne may require an increase in SOW pricing.

## Change Management

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- The Customer requires changes to the scope of work to be performed and/or specifications of design or services
- Non-availability or change in availability of resources which are beyond either party's control
- Environmental or architectural impediments or omissions not previously identified.

In the event either party desires to change this SOW, the following procedures will apply:

- The party requesting the change (either the Customer or ConvergeOne) will deliver a Change Request document to the other party. The Change Request will describe the nature of the change; the reason for the change and the effect the change will have on the scope of work, which may include changes to the deliverables, and the schedule. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

## Completion

ConvergeOne project personnel will be considered to have completed the services under this SOW when they have completed the Execution Services as described herein.

In order to refuse acceptance of the services performed, Customer must immediately provide written notification to ConvergeOne, describing why the Customer is rejecting the services performed. ConvergeOne shall have ten (10) business days after the receipt of such notice to remedy the error, given it is within ConvergeOne' scope and reasonable ability to do so. Such time period to correct the error may be extended by mutual consent of Customer and ConvergeOne.

As part of this scope Hardware will be provided.

The Customer will provide an approved purchase order and ConvergeOne will invoice the Leasing Company Dell Financial for services rendered.

Any change to the Project Pricing and Payment schedule will be managed through the Change Management procedures specified herein.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). Any taxes related to services purchased or licensed pursuant to this SOW shall be paid by the Lessor or the Lessor shall present an exemption certificate acceptable to the taxing authorities.



## Authorization to Proceed

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne.

By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

**Jackson County**

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*By*

---

*Name (please print)*

---

*Title*

---

*Date*

---

*Purchase Order (PO) Number*

**NOTE:** Any services performed on credit (e.g. T&M, Purchase Order) requires a pre-approved credit application to be on file with ConvergeOne.

**NOTE: WITHOUT THE PRIOR WRITTEN CONSENT OF CONVERGEONE, UNDER NO CIRCUMSTANCES IS ANY PART OF THIS DOCUMENT TO BE DISCLOSED TO A THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN THE EXECUTION OF THIS PROJECT BY CONVERGEONE AND THE CUSTOMER.**

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

**AN ORDINANCE** waiving the reimbursement of acquisition cost required by section 1139., Jackson County Code, 1984, relating to the transfer of ownership of the Sheriff's Office's K-9 unit dog, Diogi, to dog handler and companion Sergeant Eli Postlethwait.

**ORDINANCE NO. 5323**, April 6, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, section 1139., Jackson County Code, 1984, requires a reimbursement to the County of its acquisition cost when a Sheriff's Office's K-9 unit dog is retired or relieved from duty due to age or injury, to allow for the dog's handler to take ownership of the dog; and,

WHEREAS, K-9 unit member Diogi was acquired by the Sheriff's Office in June 2015 at a cost of approximately \$13,000.00; and,

WHEREAS, a K-9 unit dog typically has a "working career" that lasts until eight to nine years of age and Diogi is 7 ½ years old; and,

WHEREAS, Diogi is at the end of his duty life and it would not be cost effective to assign the dog to another handler for familiarization and retraining; and,

WHEREAS, according to Von Henger Kennels, LLC, Diogi is now valued at \$1.00; and,

WHEREAS, the Sheriff recommends the waiver of the reimbursement requirement of

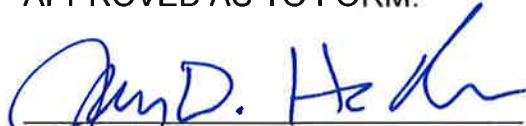
section 1139. to allow Sergeant Postlethwait to care for a valued canine member after retirement; and,


WHEREAS, retiring Diogi is 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, that the reimbursement of acquisition cost required by section 1139., Jackson County Code, 1984, relating to the transfer of ownership of Diogi, to dog handler and companion Sergeant Eli Postlethwait, be and hereby is waived.

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. 5323 introduced on April 6, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

The 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. 5323.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White Jr., County Executive

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5323

Sponsor(s): Ronald E. Finley

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: An Ordinance authorizing the Sheriff to designate a Sheriff's Office K-9 as surplus property and transfer ownership of "Diogi" to his handler, Sergeant Eli Postlethwait.</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</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$0											
Amount previously authorized this fiscal year:	\$0											
Total amount authorized after this legislative action:	\$0											
Amount budgeted for this item * (including transfers):	\$0											
Source of funding (name of fund) and account code number:												
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>											
CONTACT INFORMATION	<p>RLA drafted by Captain David Epperson Jackson County Sheriff's Office (816) 541-8017</p>											
REQUEST SUMMARY	<p>This agreement allows the Sheriff to transfer ownership of "Diogi," a 7 1/2 year old canine, to his handler, Sergeant Eli Postlethwait. "Diogi" is at the end of his duty life and it would not be cost effective to assign the canine to another handler for familiarization and retraining.</p> <p>It is in the best interest of Jackson County to allow "Diogi" to retire, recognizing his years of service and transferring his ownership to his handler. We are recommending waiving Ordinance #1139 to do so.</p>											
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>											
ATTACHMENTS												
REVIEW	<table border="1"> <tr> <td>Department Director: <i>[Signature]</i></td> <td>Date: <i>3/25/2020</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>N/A</i> <i>If applicable</i></td> <td>Date: _____</td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: <i>4-2-2020</i></td> </tr> <tr> <td>County Counselor's Office: <i>[Signature]</i></td> <td>Date: <i>3/30/20</i></td> </tr> </table>		Department Director: <i>[Signature]</i>	Date: <i>3/25/2020</i>	Finance (Budget Approval): <i>N/A</i> <i>If applicable</i>	Date: _____	Division Manager: <i>[Signature]</i>	Date: <i>4-2-2020</i>	County Counselor's Office: <i>[Signature]</i>	Date: <i>3/30/20</i>		
Department Director: <i>[Signature]</i>	Date: <i>3/25/2020</i>											
Finance (Budget Approval): <i>N/A</i> <i>If applicable</i>	Date: _____											
Division Manager: <i>[Signature]</i>	Date: <i>4-2-2020</i>											
County Counselor's Office: <i>[Signature]</i>	Date: <i>3/30/20</i>											



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

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Sheriff Darryl Forté

## INTER OFFICE COVER SHEET



# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

## INTER-OFFICE MEMO

**To:** Major R. Fletcher #2  
**From:** Captain R. Montgomery #6  
**Re:** Retirement of Sheriff's Office K-9, Diogi  
**Date:** 03-09-2020

Major,

As you and I have discussed, due to Sergeant Eli Postlethwait's recent transfer to the Sex Offender Registration and Enforcement Unit, a determination must be made regarding what to do with his K-9 partner, 7 ½ year old Diogi.

Attached you will find a request from Sgt. Postlethwait which requests permission to retire Diogi and outlines benefits to include saving the Sheriff's Office funds in the form of vet visits, prescriptions, food, kennel time, training and other miscellaneous costs. It also requests permission for Sgt. Postlethwait to personally retain the canine. Included in Sgt. Postlethwait's request are two letters from our current trainer, Scott Hedger with Von Henger Kennels LLC, which state he believes it would not be cost effective to retrain Diogi for another handler as well as that he values Diogi at \$1.00.

Jackson County Ordinance 1139 (attached) states that when the county acquires a dog for use by the Sheriff's Office, the handler may acquire ownership of the dog upon reimbursement to the county of its acquisition cost when the handler retires or is transferred or promoted out of the canine unit and the sheriff has determined that retraining the dog for another handler would not be cost effective. Unfortunately, there is no way that Sergeant Postlethwait could afford to pay the original acquisition cost which Captain Epperson stated was approximately \$13,000.00.

Therefore, after review of the documentation, the K-9s current estimated value, Diogi's estimated time of 1-2 years left of service, the fact that he has been a member of the Postlethwait and Sheriff's Office family for years, and in accordance with past practice of other Sheriff's Office K-9s, Speedy and Blitz, I recommend an RLA be completed to authorize the transfer of ownership of Diogi to Sergeant Eli Postlethwait (please see the attached paperwork regarding previous RLAs submitted and approved).

Sheriff,  
I recommend that Diogi be  
Retired and retained by  
Sgt. Postlethwait. Capt. Montgomery  
can complete RLA to authorize the  
transfer.

A/major Capt M. R. #4 03-11-2020  
Approved as recommended  
Darryl Forté 3-11-20

Respectfully Submitted,

*Capt. R. Montgomery*  
Captain R. Montgomery #6





# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To: Capt. Montgomery #6**

**From: Sgt. Eli Postlethwait #27**

**Re: Diogi Retirement**

**Date: 2/21/20**

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Ma'am,

I would like to request the retirement of my K9 partner Diogi, due to my recent transfer to the SORE unit. Diogi and I have been working together since 2015 and he is currently an important member of my family.

I spoke with Scott Hedger, whom the county bought Diogi from and is the owner of Von Henger Kennels. Scott confirmed that most dogs working life is 8 to 10 years old. Diogi is currently 7 ½ years old. At this point, Diogi's age makes it impractical to retrain him with a second handler. By the time training is complete, and the second handler and Diogi had time to build proficient working relationship, Diogi would be at retirement age.

When Diogi retires, and ownership transferred to me, this will relieve the county of several costs associated with Diogi. The county will no longer be responsible for Diogi's daily care and health costs. This cost includes vet visits, prescriptions, food, kennel time, training and other minor miscellaneous costs. Diogi has recently been prescribed pain pills for possible rear hip pain. Diogi is currently in good health but due to his age, this can change at any time.

If retrained Diogi would not be operational during the time it took to post a new K9 position and selection process of a new handler. If retired, the county would save money in boarding and caring for Diogi during his downtime before retraining could take place. In addition to the financial burden associated with this downtime, Diogi would not be working and his skills would diminish as well, causing increased hardship to the new handler.

The K9 unit has had a similar situation in the past involving Dep. Beggs and K9 Blitz. Dep. Beggs left the department for other employment, and subsequently retired K9 Blitz. At that time Blitz was 6 years old, which is a year and a half younger than Diogi is now. Dep. Beggs was told that Blitz was too old to be retrained with another handler. Dep. Beggs was given a property release form and assumed ownership of K9 Blitz, relieving the county of the burden of care and maintenance associated to the dog.

Due to Diogi's age, and the associated cost and hardship of retraining, it is impractical to place Diogi with another handler. By the time Diogi would be working again in a full capacity he would already be ready for

retirement. Due to the reasons listed above, I request that Diogi be allowed to retire, and live the rest of his life with my family and I. Attached to this memo are two documents from Trainer Scott Hedger, and his opinions on this issue.

Respectfully,

A handwritten signature in black ink, appearing to read "Sgt. E. Postlethwait #27". The signature is stylized with a large, sweeping "P" and a distinct "#27" at the end.

Sgt. E. Postlethwait #27

## **Von Henger Kennels LLC**

**To: Sgt. Eli Postlethwait, Jackson County Sheriffs Dept.**

**Per our conversation due to the age of Diogi(8), his value for resale is limited. There is no market for an 8 yr old police dog, due to having a very small window of working life left. Dogs of this age are most normally either no value or donation type dogs.**

**That being said I would value him at \$1.00 due to his age.**

**Please let me know if you have any questions.**

**Scott Hedger**

**Von Henger Kennels LLC**

**Kingsville, MO**

## **Von Henger Kennels LLC**

**To: Sgt. Postlethwait, Jackson County Sheriffs Dept.**

**In reference to our conversation, my opinion with regards to the re-training of Diogi. I feel like at his age of 8, retraining would not be a good use of funds.**

**He most likely best case scenario would have 1 ½ to 2 years tops of work life left. I feel like it would be money better spent to use the funds needed for the retrain towards a new K9.**

**If you have any questions please don't hesitate to contact me.**

**Scott Hedger**

**Von Henger kennels**

*Kingsville, MO*

Resolution number by which it was declared obsolete, the original acquisition cost of the property, if known, the sale price, if any, and the governmental agency to which the property is to be sold or transferred. (Ord. 1323, Eff. 05-16-85; Ord. 3482, Eff. 05-18-04)

b. Time for Legislature to Respond.

If the County Executive has not received written objection by one (1) or more members of the County Legislature to the proposed sale or transfer within the period of five (5) working days, the County Executive may proceed to make the sale or transfer as indicated in the notice. (Ord. 1323, Eff. 05-16-85; Ord. 3482, Eff. 05-18-04)

c. Legislature Objects.

If the County Executive receives written objections by one (1) or more members of the County Legislature within the period of five (5) working days, the County Executive shall not make the sale or transfer but shall submit his or her recommendations to the County Legislature for approval. (Ord. 1323, Eff. 05-16-85; Ord. 3482, Eff. 05-18-04)

1138. Sale of County-owned Animals.

When the Director of the Department of Parks and Recreation determines that the department has animals in excess of the needs of the department, the director shall declare any such animals as surplus property. Thereafter, with the written approval of the Purchasing Director, the department may dispose of such surplus animals by contracting with a licensed animal auction facility for their sale, at terms satisfactory to the department. The proceeds of any such sale shall be credited to the unappropriated surplus of the Park Fund. (Ord. 2145, Eff. 9/17/92)

1139. Disposition of Sheriff's Canine Unit Dogs.

When the county acquires a dog for use by the Sheriff's Department's canine unit, the county's acquisition cost shall be documented. Thereafter the deputy sheriff assigned as the dog's handler may take ownership of the dog upon reimbursement to the county of its acquisition cost when:

- a) the dog is retired or relieved from duty due to age or injury; or
- b) the handler retires or is transferred or promoted out of the canine unit and the sheriff has determined that retraining the dog for another handler would not be cost effective. (Ord. 2192, Eff. 4/8/93)

1140. Items Acquired Solely For Purpose of Resale.

The provisions of this chapter relating to the disposal of county-owned personal property do not apply to personal property acquired by the county solely for the purpose of resale at a commercial establishment operated by a county department or agency. In such cases, the department director or agency head shall have discretion to determine

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

**AN ORDINANCE** appropriating \$10,000.00 from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund and authorizing the County Executive to execute an Agreement with the U.S. Department of Homeland Security in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Dough Boy."

**ORDINANCE NO. 5324**, April 6, 2020

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Homeland Security have formed the Organized Crime Drug Enforcement Task Force (OCETF) to conduct a joint federal drug investigation, OCETF Case No. WC-KS-02225, "Operation Dough Boy," for the period of January 1, 2020, through September 30, 2020; and,

WHEREAS, a portion of the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCETF, in an amount not to exceed \$10,000.00; and,

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


BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2020 Anti-Crime Sales Tax Fund be and hereby is made:

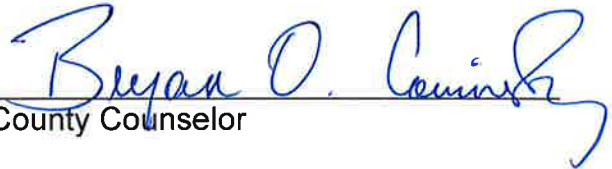
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund			
OCDETF 008-4133	45792 - Increase Revenue	\$10,000	
008-2810	Undesignated Fund Balance		\$10,000
008-2810	Undesignated Fund Balance	\$10,000	
OCDETF 008-4133	55030 - Overtime		\$10,000

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Agreement and any other documents necessary to give effect to the intent of this Ordinance.

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5324 introduced on April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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. 5324.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 4133 2810  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$10,000.00

4/2/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 5324

Sponsor(s): Dan Tarwater III

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Organized Crime Drug Enforcement Task Force (OCDETF)</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>\$10,000</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>\$10,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td></tr> <tr> <td>FROM: 008-2810- Anti-Crime Sales Tax Fund- Undesignated Fund Balance</td><td>FROM ACCT \$10,000</td></tr> <tr> <td>TO: 008-4133-55030- Anti-Crime Sales Tax Fund – OCDETF- Overtime</td><td>TO ACCT \$10,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <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:	\$10,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$10,000	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		FROM: 008-2810- Anti-Crime Sales Tax Fund- Undesignated Fund Balance	FROM ACCT \$10,000	TO: 008-4133-55030- Anti-Crime Sales Tax Fund – OCDETF- Overtime	TO ACCT \$10,000
Amount authorized by this legislation this fiscal year:	\$10,000														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$10,000														
Amount budgeted for this item * (including transfers):	\$0														
Source of funding (name of fund) and account code number:															
FROM: 008-2810- Anti-Crime Sales Tax Fund- Undesignated Fund Balance	FROM ACCT \$10,000														
TO: 008-4133-55030- Anti-Crime Sales Tax Fund – OCDETF- Overtime	TO ACCT \$10,000														
PRIOR LEGISLATION	<p>Prior ordinances and (date): 4959 2/27/17; 4960 3/20/17; 4973 4/24/17; 5063 12/11/17; 5072/1/29/18; 5192 1/22/19; 5193 1/22/19; 5194 1/22/19; 5195 1/22/19; 5196 1/22/19</p> <p>Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Danny Cummings, O.I.C. 816.503.4725</p>														
REQUEST SUMMARY	<p>The Jackson County Drug Task Force (JCOTF) and Homeland Security Investigation are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Dough Boy, for the period of January 1, 2020 through September 30, 2020. As a result, the JCOTF will be reimbursed overtime costs by the OCDETF program associated with the investigation.</p> <p>Please appropriate \$10,000 from the undesignated fund balance of the Anti-Crime Sales Tax Fund into:</p> <p>008-4133-55030</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>														

ATTACHMENTS		
REVIEW	Department Director: <i>[Signature]</i>	Date: 03/13/20
	Finance (Budget Approval): <i>APPROVED</i> <i>If applicable</i> <small>By Sarah Matthes at 1:29 pm, Mar 30, 2020</small>	Date: 3/23/20
	Division Manager: <i>Juan Peters Baker</i>	Date: 3/30/20
	County Counselor's Office: <i>Bryan Covinsky</i>	Date: 3/30/20

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

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

Account Number:	Account Title:	Amount Not to Exceed:
008-2810	Anti-Crime Sales Tax Fund- Undesignated Fund Balance	\$10,000

- ☐ 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.

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 30, 2020

ORD # 5324

Department / Division	Character/Description	From	To
<b>Anti-Crime Sales Tax Fund - 008</b>			
4133 - OCDETF	45792 - Increase Revenues	10,000	
2810	Undesignated Fund Balance		10,000
2810	Undesignated Fund Balance	10,000	
4133 - OCDETF	55030 - Overtime		10,000
<div style="border: 1px solid green; padding: 2px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 1:32 pm, Mar 30, 2020</i> </div>		\$ 10,000	\$ 10,000

Budgeting

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2020 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 026546940

Federal Tax Identification #: 44-6000524

DC#: W-32-

**Amount Requested:**

Amount requested should match the amount calculated on the Initial Funding Form, Page 2

**\$ 10,000.00**

Number of Officers Listed: 17

From: January 1, 2020

Beginning Date of Agreement

To: September 30, 2020

Ending Date of Agreement

**State or Local Organization**

Narcotics Supervisor: Capt Danny Cummings

Telephone Number: (816) 503-4725

E-mail Address: dcummings@jcdtf.com

Sponsoring Federal Agency(ies):

HSI

**OCDETF Investigation / Strategic Initiative**

Number: WC-KS-0225

Operation  
Name:

Operation Dough Boy

**Federal Agency Investigations:**

Number: KC13WR19KC0005

**State or Local Organization Name:**

Jackson County Drug Task Force

Address to receive OCDETF paperwork (no PO Boxes):

ATTN: Carl Beeman, JCDTF

415 E. 12th Street

Kansas City, MO 64106

**Sponsoring Federal Agency**

Group/Squad Supervisor: GS Ben Gastrost

Telephone Number: (816) 244-6125

E-mail Address: benjamin.d.gastrost@ice.dhs.gov

Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: CARI BEEMAN

Telephone Number: 816-503-4713

E-mail Address: CBEEMAN@JCDTF.COM

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2020 Agreement Initial Funding Form**  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: WC-KS-0225

Amount Requested: \$ 10,000.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

*Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

☒ Surveillance    ☒ Takedown    ☒ Trial/Court    ☒ Wire: ☒ Approved ☐ Pending    ☐ Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

**Factors to Consider when Determining the Initial Agreement Amount:**

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 50.00</u>	<u>100.00</u>	<u>\$ 0.00</u>

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

Jackson County Drug Task Force is providing support for the Federal T-III, including, but not limited to, surveillance, wire, takedown (if necessary) and court. They are significant co-sponsor of this investigation.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.



20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: *D Cummings* OFFICER-IN-CHARGE 2/20/20  
Authorized State or Local Official Title Date  
DAN CUMMINGS  
Print Name

Approved By: *James Wright* (A) SAC 2/21/20  
Sponsoring Federal Agency Special Agent in Charge or Designee Date  
James Wright  
Print Name

Approved By: *Betsy Crawford* 3/3/20  
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: *Jackie Catron per* 3-5-2020  
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. Subject to availability of funds.

Approving Official: \_\_\_\_\_  
OCDETF Executive Office Date

## **ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

### **STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-0225

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Justin M Rigot	Detective Sergeant	7/14/76
2. Steve R McVay	Detective Sergeant	6/19/68
3. Alexander L Walker	Detective	9/3/87
4. Logan D Dye	Detective	10/27/94
5. Paul A Brooks	Detective	6/5/77
6. Ryan H Painter	Detective	8/5/82
7. Michael K Murphy	Detective	4/30/83
8. Joseph A Gentile	Detective	3/20/82
9. Danny R Cummings	Officer in Charge	8/2/56
10. Eric W Burchfield	Detective	3/12/73

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-0225

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Matthew Beets	Detective	1/6/78
2.	Daniel M Curby	Detective	9/24/56
3.	Michael Ervin	Detective	11/5/82
4.	Ryan L Yount	Detective	3/15/84
5.	Bryce R Henderson	Detective	6/5/84
6.	Joseph K Herrera	Detective	6/3/55
7.	Darren D Rhoden	Detective	1/14/72
8.			
9.			
10.			

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
OCDETF State and Local Overtime Policies and Procedures**

**West Central Region Addendum A**

**Definition of "Full-Time Participation" Exemption**

The "full-time" rule states:

Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation or multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations. The parent State or local agency must pay the base salary of these officers.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

**An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation.**

**Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances MUST be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.**

***(The former 4:1 rule no longer applies)***

**Crawford, Kaye E**

---

**From:** Gatrost, Benjamin D  
**Sent:** Tuesday, February 18, 2020 1:16 PM  
**To:** Crawford, Kaye E  
**Subject:** Please see below -

*I acknowledge that as a participant in the OCDETF SLOT program, HSI SAC Kansas City will consider the inclusion of the USAO/DOJ as a participant in the sharing of any assets seized and/or forfeited, based on the totality of effort by all agencies in the investigation.*

*Benjamin Gatrost*

**Special Agent / Acting Group II Supervisor  
Homeland Security Investigations, Kansas City  
U.S. Department of Homeland Security  
c. (816) 277-6125  
w. (816) 584-1054 ext. 8550  
f. (816) 584-1976**

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

**AN ORDINANCE** deferring until October 1, 2020, all County fees for license and permit renewals due under chapter 40, Food Safety and Environmental Health, chapter 41, Alcoholic Beverages, and chapter 42, Amusements, Jackson County Code, 1984, to enable businesses to better cope with the financial issues relating to the closure order relating to COVID-19.

**ORDINANCE NO. 5325**, April 6, 2020

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White Jr. have all declared, in one form or another, the ongoing coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, on March 22, 2020, the County Executive issued an order closing all non-essential businesses in Jackson County, outside the City of Kansas City, until at least April 24, 2020; and,


WHEREAS, the closing of businesses required under the order may render it a hardship for business owners to pay certain fees for licenses and permits due under the Jackson Code; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that fees for license and permit renewals due under chapter 40, Food Safety and Environmental Health, chapter 41, Alcoholic Beverages, and chapter 42, Amusements, Jackson County Code, 1984, be and hereby are deferred until October 1, 2020, to enable businesses to better cope with the financial issues relating to the closure order relating to COVID-19.

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. 5325 introduced on April 6, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

The 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. 5325.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White Jr., County Executive



# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5325

Sponsor(s): Jeanie Lauer

Date: April 6, 2020

SUBJECT	Action Requested Resolution <input checked="" type="checkbox"/> Ordinance Project/Title:											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>\$</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$	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	Prior ordinances and (date): Prior resolutions and (date):											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Deb Sees, Environmental Health Administrator, 816-797-7162											
REQUEST SUMMARY	Defer all non property tax related fees or permits for license renewals due to the county until 10/1/2020 to enable businesses to better cope with financial issues relating to closure orders for COVID 19. This would apply to Chapter 40; Environmental Health Chapter 41; Liquor license; and chapter 42; Amusement License.											
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)											
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals											
ATTACHMENTS												
REVIEW	Department Director: <i>Deb Sees</i>	Date: <i>3/25/20</i>										
	Finance (Budget Approval): <i>If applicable</i> <i>N/A</i>	Date:										
	Division Manager: <i>Aray M. Schultz</i>	Date: <i>3-30-2020</i>										
	County Counselor's Office: <i>Byron O. Conkey</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.

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

**AN ORDINANCE** appropriating \$4,000,000.00 from the undesignated fund balance of the 2020 Health Fund to assist with the Jackson County COVID-19 response.

**ORDINANCE NO. 5326**, April 6, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White Jr. have all declared, in one form or another, the ongoing coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens; and,

WHEREAS, an appropriate response by the County to this emergency will require the expenditure of significant County financial and other resources; and,

WHEREAS, it is projected that the County will receive at least \$4,000,000.00 in federal and/or state funds to reimburse the County for funds expended in its response to the pandemic; and

WHEREAS, the County Administrator recommends that \$2,000,000.00 of this funding be appropriated and expended for the purpose of procuring personal protective equipment (PPE) and testing kits if deemed necessary by Truman Medical Centers, Inc. (TMC), and/or the Jackson County Health Department, to be allocated as follows: \$1,000,000.00

to TMC or the Health Department, \$500,000.00 to the Sheriff and/or smaller municipalities within the County that may not have access to adequate PPE, \$300,000.00 to the Department of Corrections for testing and PPE for use at the detention center, and \$200,000.00 to the Medical Examiner for PPE and storage and supply costs associated with the pandemic; and,

WHEREAS, the County Administrator further recommends that the remaining \$2,000,000.00 of this funding be appropriated and expended for emergency housing assistance to aid TMC and the Health Department in the provision of emergency housing needs to those persons who need to be quarantined away from others and who could otherwise potentially spread the virus if left unhoused; now therefore,

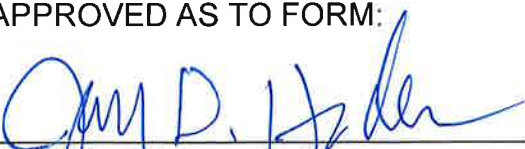
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
002-9999	45946-		
	COVID19- Reimbursement	\$4,000,000	
002-9999	32810-		
	Undesignated Fund Balance		\$4,000,000
002-9999	32810-		
	Undesignated Fund Balance	\$4,000,000	
Sheriff			
002-4201	57230-		
	Other Operating Supplies		\$300,000

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Corrections 002-2701	57230- Other Operating Supplies		\$500,000
Medical Examiner 002-2001	57230- Other Operating Supplies		\$200,000
Truman Medical Center 002-2600	57230- Other Operating Supplies		\$1,000,000
Jackson County Health Department 002-2603	56790- Other Contractual Services		\$2,000,000

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

APPROVED AS TO FORM:

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

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

I hereby certify that the attached ordinance, Ordinance No. 5326 introduced on April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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. 5326.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER	002 9999 32810
ACCOUNT TITLE	Health Fund
	Undesignated Fund Balance
NOT TO EXCEED:	\$4,000,000.00

4/2/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res. Ord No.: 5326

Sponsor(s): Crystal Williams

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project Title: Estimating \$4 million in federal emergency funding to assist with the Jackson County COVID-19 response.</p>										
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$4,513,603</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$8,513,603</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$4,000,000</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)</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): \$0          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$4,513,603	Total amount authorized after this legislative action:	\$8,513,603	Amount budgeted for this item * (including transfers):	\$4,000,000	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$4,513,603										
Total amount authorized after this legislative action:	\$8,513,603										
Amount budgeted for this item * (including transfers):	\$4,000,000										
Source of funding (name of fund) and account code number:	\$										
PRIOR LEGISLATION	<p>Prior ordinances and (date):          Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by Troy Schulte at 811-1079 on 3/31/2020</p>										
REQUEST SUMMARY	<p>Estimate \$4 million in Federal reimbursement and appropriating for the \$2 million for the purchase of PPE and COVID-19 testing needs by the County and TMC in this current state of emergency. It also estimates \$2 million for emergency housing needs by the County to handle housing needs for residents who would otherwise require hospitalization.</p> <p>This resolution also appropriates \$2 million in federal grant reimbursement for the County's COVID-19 Response for the purpose of procuring personal protective equipment (PPE) and potential testing kits if deemed necessary by Truman Medical Center and/or the Jackson County Health Department. The preliminary allocation of funds is as follows:</p> <ul style="list-style-type: none"> <li>\$1 million to TMC or Jackson County Health Department</li> <li>\$500,000 to Jackson County Sheriff or other small municipalities who may not have access to PPE</li> <li>\$300,000 to Jackson County Corrections for testing and PPE for the Jackson County Detention Center</li> <li>\$200,000 to the Jackson County Medical Examiner for PPE, storage and supply costs associated with the emergency.</li> </ul> <p>This resolution also appropriates \$2 million in federal reimbursement for emergency housing assistance to assist Truman Medical Center and the Jackson County Health Department with the provision of emergency housing needs for those persons who need to be quarantined away from others and who would otherwise potentially spread the virus if left unhoused. This funding may take the form of hotel vouchers or the rental of vacant space or the equipping or appropriate space for use as temporary emergency housing or hospital space by TMC and others in Jackson County.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p>										



	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Tracy M. Schutte</i> Finance (Budget Approval): <i>If applicable</i> Division Manager: <i>Tracy M. Schutte</i> County Counselor's Office: <i>Byron O. Conaway</i>	Date: <i>4-1-2020</i> Date: Date: <i>4-1-2020</i> Date:

**APPROVED**  
By Mark Lang at 9:58 am, Apr 02, 2020

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:
002-9999-45946	COVID19 - reimbursement	\$ 4,000,000

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



## Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 30, 2020

Ord # 5326

Department / Division		Character/Description	From	To
<b>002</b>	<b>Health Fund</b>			
9999	-	45946 COVID19 – Reimbursement	\$ (4,000,000)	\$ -
9999	-	32810 Undesignated Fund Balance		4,000,000
9999	-	32810 Undesignated Fund Balance	(4,000,000)	-
4201	Sheriff	57230 Other Operating Supplies	-	300,000
2701	Corrections	57230 Other Operating Supplies	-	500,000
2001	Medical Examiner	57230 Other Operating Supplies	-	200,000
2600	TMC	57230 Other Operating Supplies	-	1,000,000
2603	Jackson County Health Department	56790 Other Contractual Services	-	2,000,000
			<u>\$ (4,000,000)</u>	<u>\$ 4,000,000</u>

**APPROVED**

*By Mark Lang at 2:36 pm, Apr 01, 2020*

\_\_\_\_\_  
Budget Office

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

**A RESOLUTION** authorizing the County Executive and the Sheriff to execute a State Plan of Operations and Application for Participation related to the Missouri Department of Public Safety's and the U.S. Department of Defense's LESO Program, at no cost to the County.

**RESOLUTION NO. 20395**, April 6, 2020

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Missouri Department of Public Safety, as the sponsoring state agency for administration of the U.S. Department of Defense's Law Enforcement Support Office (LESO) Program, has requested the execution of updated LESO Program and Application for Participation agreements; and,

WHEREAS, the LESO Program, formerly known as the DoD 1033 Program, provides surplus U.S. Department of Defense military equipment to state and local civilian law enforcement agencies for use in counter-narcotics and counter-terrorism operations and to enhance officer safety; and,

WHEREAS, the attached State Plan of Operations and Application for Participation agreements set out the rights and obligations of each party participating in the LESO Program; and,

WHEREAS, the execution of these Agreements is in the best interests 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 and the Sheriff be and hereby are authorized to execute the attached State Plan of Operations and LESO Application for Participation agreements with the Missouri Department of Public Safety, and any other documents necessary to give effect to the intent of this Resolution.

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. 20395 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
LESO PROGRAM APPLICATION  
CONTACT INFORMATION**

**Instructions:** Please complete all fields. Enter N/A if the requested information does not apply.

<b>Agency Information</b>	
LEA ORI Number	MO0480000
LESO DoDAAC (Example: 2YTXXX)	2YTFUP
LEA Name	JACKSON COUNTY SHERIFF'S OFFICE
PO Box Mailing Address (If applicable)	
Physical Street Address (No PO Boxes)	4001 NE LAKEWOOD CT
NCIC Terminal Address	
City	LEE'S SUMMIT
Zip Code	64064
County	JACKSON
General Agency Email	SHERIFF@JACKSONGOV.ORG
Main Telephone Number	8165418017
Main Fax Number	8167951969
# Full-Time Sworn Officers	95
# Part-Time Sworn Officers	0
# Reserve Sworn Officers	8
<b>Chief Law Enforcement Official Information</b> (e.g. Chief, Sheriff, Director, Colonel, Marshal of the LEA)	
Title/Rank	SHERIFF
Name (First and Last Name)	DARRYL FORTE
Office Phone Number	8165418017
Cell Phone Number	000-000-0000
Email Address	SHERIFF@JACKSONGOV.ORG
<b>Local Governing Executive Official Information</b> (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director of the unit of government)	
Job Title	COUNTY EXECUTIVE
Name (First and Last Name)	FRANK WHITE
Office Phone Number	816-861-3333
Email Address	MHENNOSY@JACKSONGOV.ORG

### Authorized Property Screeners

Authorized property screeners are those persons that will have approval to access, request, and acquire property through the LESO Program on behalf of the LEA. Each LEA must have a minimum of two (2) screeners [unless the LEA only has one (1) employee.]

#### Property Accountability Officer (Main Point of Contact/ Screener #1)

Must be a full-time, compensated sworn officer of the law enforcement department.

Title/Rank	DEPUTY
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Elizabeth (Liz), or Timothy (Tim)]	JASON
Last Name (as indicated on driver's license)	CHENEY
Office Phone Number	816-220-3274
Cell Phone Number	000-000-0000
Email Address	JCHENEY@JACKSONGOV.ORG
Select if the individual is also a POC for a special commodity item(s):	Aircraft, Small Arms, & Vehicle

#### Screener #2

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.

Title/Rank	SGT
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Elizabeth (Liz), or Timothy (Tim)]	TRAVIS
Last Name (as indicated on driver's license)	PHILLIPS
Office Phone Number	816-220-3274
Cell Phone Number	000-000-0000
Email Address	TPHILLIPS@JACKSONGOV.ORG
Select if the individual is also a POC for a special commodity item(s):	Aircraft, Small Arms, & Vehicle

#### Screener #3

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.

Title/Rank	SGT
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, or common use name) [e.g. Andrew (Drew), Elizabeth (Liz), or Timothy (Tim)]	TROY
Last Name (as indicated on driver's license)	WILLIAMS
Office Phone Number	816-5418017
Cell Phone Number	000-000-0000
Email Address	TNWILLIAMS@JACKSONGOV.ORG
Select if the individual is also a POC for a special commodity item(s):	N/A

#### Screener #4

Must be a full-time or part-time, sworn or non-sworn, compensated employee of the law enforcement department.

Title/Rank	DEPUTY
First Name (as indicated on driver's license and, where applicable, in parentheses thereafter any alias, nickname, abbreviation, or common use name) [e.g. Andrew (Drew), Elizabeth (Liz), or Timothy (Tim)]	KEVIN
Last Name (as indicated on driver's license)	SOUDER
Office Phone Number	816-541-8017
Cell Phone Number	000-000-0000
Email Address	KSOUDER@JACKSONGOV.ORG
Select if the individual is also a POC for a special commodity item(s):	N/A



DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)  
Application for Participation / Authorized Screeners Letter

\* Indicates Required Fields

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

\*Originating Agency Identifier (ORI) Number (if applicable) MO0480000

\*Agency Name: JACKSON COUNTY SHERIFF'S OFFICE

\*Agency Physical Address: 4001 NE LAKEWOOD CT

\*City: LEE'S SUMMIT

\*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

\*Phone #: 8165418017

Fax #: 8167951969

\*State: MO

\*Zip Code: 64064

\*Email: SHERIFF@JACKSONGOV.ORG

Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

\*Full-time: 95

\*Part-time: 0

**RTD Screener** - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

*#1	DEPUTY	JASON	CHENEY
	*Official Title / Rank	*First Name	*Last Name
	JCHENEY@JACKSONGOV.ORG	816-220-3274	Aircraft, Small Arms,
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	SGT	TRAVIS	PHILLIPS
	*Official Title / Rank	*First Name	*Last Name
	TPHILLIPS@JACKSONGOV.ORG	816-220-3274	Aircraft, Small Arms, &
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	SGT	TROY	WILLIAMS
	*Official Title / Rank	*First Name	*Last Name
	TNWILLIAMS@JACKSONGOV.ORG	816-5418017	N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	DEPUTY	KEVIN	SOUDER
	*Official Title / Rank	*First Name	*Last Name
	KSOUDER@JACKSONGOV.ORG	816-541-8017	N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)


**SECTION 2:****RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

**Law Enforcement Agency/Activity** - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- \*(Check only one): ☒ I am signing this document as the CLEO of this law enforcement agency.  
☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

**By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.**

SHERIFF	DARRYL FORTE	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
SHERIFF@JACKSONGOV.ORG		3-17-20
*EMAIL		*DATE

**SECTION 3:****RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

**SECTION 4:****RESERVED FOR LESO USE ONLY**

**NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL:** Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

\*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

\*LESO Authorized Signatory:  \*Screener letter is valid one year from this date:   
\*SIGNATURE

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:



## **MISSOURI DEPARTMENT OF PUBLIC SAFETY LESO PROGRAM APPLICATION INSTRUCTIONS**

The Secretary of Defense is authorized by 10 § USC 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is in excess to the needs of the U.S. Department of Defense (DoD) that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary.

The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the "Law Enforcement Support Office (LESO) Program" (formerly "1033 Program") and is administered by the DLA Disposition Services, LESO.

LEAs are eligible for the Missouri LESO Program if all the following is met:

1. The department is located within the State of Missouri.
2. The department has a valid ORI # associated with a physical street address within Missouri.
3. The department's primary function is the enforcement of applicable Federal, State, and Local laws.
4. The department's compensated<sup>1</sup> law enforcement officers have powers of arrest and apprehension.
5. The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement agency and by the Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licensed officers.
6. The department has at least one (1) compensated, full-time law enforcement officer employed by the department. (NOTE: Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property.)

Missouri LEAs who wish to acquire and/or retain LESO Program property must be enrolled and authorized to use the LESO Program. Missouri's "LESO Program Application" consists of the following three (3) documents:

1. Contact Information
2. Law Enforcement Support Office (LESO) Application for Participation / Authorized Screeners Letter
3. State Plan of Operation (SPO)

To ease the paperwork process, reduce duplication of effort, and reduce common errors, data provided on the "Contact Information" form will populate into the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO", but Section 2 of the "LESO Application for Participation / Authorized Screeners Letter" and the "SPO" will require additional attention to fields that didn't populate and/or to obtain physical signatures.

Missouri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have never participated in the LESO Program or LEAs previously terminated/deactivated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or other agency information, 3) change in number of full-time or part-time officers, 4) addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arms, or Aircraft Point of Contact, 5) change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director), 6) change in Chief Law Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 7) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

Once completed, the three (3) required documents, which comprise the "LESO Program Application", must be submitted via one of the following methods to the Missouri LESO Program for review and approval:

Email: [MissouriLESO@dps.mo.gov](mailto:MissouriLESO@dps.mo.gov)

Fax: (573) 526-1876

Mail: MO Department of Public Safety, LESO Program, PO Box 749, 1101 Riverside Drive, Jefferson City, MO 65102

If you have questions, contact the Missouri LESO Program staff at [MissouriLESO@dps.mo.gov](mailto:MissouriLESO@dps.mo.gov) or (573) 526-1930.

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<sup>1</sup>"Compensated" has been defined as being paid an hourly or annual salary, at a rate no less than the current hourly state minimum wage.

**STATE PLAN OF OPERATION**  
**BETWEEN THE**  
**STATE OF MISSOURI**  
**AND THE**  
**JACKSON COUNTY SHERIFF'S OFFICE**

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**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned LEA, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a “Missouri LESO Program Policies and Procedures Manual” by which all Missouri law enforcement agencies shall read and agree to follow in order to participate in the Missouri LESO Program. The “Missouri LESO Program Policies and Procedures Manual” is available online at <https://dps.mo.gov/dir/programs/cjle/dod.php>. Any updates to the “Missouri LESO Program Policies and Procedures Manual” will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

**II. AUTHORITY**

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Office (LESO) Program and commonly referred to as the “LESO Program” (formally known as the “1033 Program”) and is administered by DLA Disposition Services, LESO.

Within Missouri, the Department of Public Safety (DPS) is the Governor-appointed agency to administer the Missouri LESO Program. Specifically within the Department of Public

Safety, the State Coordinator is the Program Manager of the Criminal Justice/Law Enforcement (CJ/LE) Unit. Once appointed, the CJ/LE Program Manager may choose to name and delegate all or a portion of his/her authority to an authorized State Point of Contact(s).

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. Operational Authority**

The Governor of the State of Missouri has designated in writing, with an effective date of July 1993, to implement the LESO Program statewide as well as conduct management and oversight of the LESO Program. Funding / Budgeting to administer the LESO Program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG).

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Missouri can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

The facility / physical location, contact information, and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program, can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.

- B. All property is transferred and recipient LEA agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State/Territory or LEA to receive excess DoD personal property. DLA retains the right to recall any LESO Program property during the period that it is conditionally transferred.
- D. The LEA understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the LESO Program. Authorized participating agencies may, with prior approval from the State/Territory, on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.) Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.

- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of “B”, “C”, “D”, “E”, “F”, “G”, and “Q3”.

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (e.g. city council, mayor, county executive, county commissioner, state department director, etc.) to participate in the LESO Program.
  - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
  - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- G. Upon approval of written requests, cannibalization may be performed by the LEA on approved aircraft, MRAPs/armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs)/Up-Armored HMMWVs. Requests will be submitted in writing to the State/Territory and are subject to approval by the State/Territory and the LESO. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the State/Territory/LEA. When the State/Territory/LEA no longer has a legitimate law enforcement use for controlled property, the LEA must notify the State/Territory and the State/Territory will in turn notify the LESO. The controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/Territory/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s), and the LESO Program retains the right to recall the property.
- 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO Program inventory upon meeting the one year mark.

- 2) Once closed, the DEMIL “A” and “Q6” property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
  - 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
  - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained by the LEA and ultimately disposed of by the LEA in accordance with provisions in State/Territory and Local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or Local law may constitute grounds to deny future participation in the LESO Program.
  - 5) An SF 97 form will be provided upon physical transfer for DEMIL “A” and “Q6” vehicles. LEAs are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the LEA after one (1) year, if all other requirements of this SPO have been met. After the one (1) year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated, or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory (e.g. property not in a closed status) without State/Territory and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
- K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient officer/deputy. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.) Controlled equipment requiring a chain of custody includes: small arms, aircraft, high profile vehicles, optics, robots, and small arm’s parts/accessories. It is encouraged to utilize ECRs for all controlled equipment, particularly controlled property issued/assigned to an officer/deputy. Regarding ECRs during a LESO Program Compliance Review (PCR), see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes “A” or “Q6” property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.

- 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
- 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
  - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
  - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
  - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
  - d) Tips:
    - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: [https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076\\_Instructions.pdf](https://cj.pmddtc.state.gov/cj/docs/CJ-DS4076_Instructions.pdf)
    - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>.
    - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>.

- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
  - a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
  - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

#### IV. ENROLLMENT

- A. An LEA will have at least one compensated full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only compensated full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. ("Compensated" is defined as being paid an hourly or annual salary at a rate no less than the current hourly state minimum wage.) State law enforcement training facilities/academies may be authorized to participate in the LESO Program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the LESO Program. LESO Program property may not be requested nor received for unauthorized participants.
- C. The State/Territory shall:
  - 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, the DLA/State Memorandum of Agreement (DLA/State MOA), and this SPO.
  - 2) Receive and process applications for participation from eligible LEAs within their State/Territory.
  - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of

Investigation's National Crime Information Center database.

- 4) Ensure only authorized "LESO Program Applications" are submitted to LESO for approval. Applications are required by the LESO Standard Operating Procedures (SOP) and the "Missouri LESO Program Policies and Procedures Manual" to be submitted within thirty (30) days of the Chief Law Enforcement Official's, Local Governing Executive Official's, and the State/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a compensated full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and Local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the LESO Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated "LESO Program Application". Updated applications are required to be submitted within thirty (30) days of the change for, but not limited to, the following reasons: change in law enforcement agency name; change in law enforcement agency physical address or other agency information; change in number of compensated full-time or part-time officers; addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arm, or Aircraft Point of Contact; change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, State Department Director); change in Chief Executive Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal); or release of a new version of this SPO.
- 9) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.



- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

## **V. ANNUAL INVENTORY REQUIREMENTS**

A. Per the DLA Instructions and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

- 1) DEMIL “A” and “Q6” property records will not be closed during the annual inventory.

B. The State/Territory shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms, and other unique items, as required.
- 3) Certify the annual inventory no later than January 31 of each year as required for continued participation in the LESO Program.
- 4) Suspend a LEA as a result of the LEA’s failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete and certify the annual physical inventory no later than November 30 of each year as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
  - a) The State requires each LEA to submit certified inventories for their agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to the Missouri LESO Program.
  - b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property identified as aircraft, armored vehicles, small

arms, and other unique items as required, received through the LESO Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the LESO Program.
    - ii. The LESO requires serial number photos for each small arm received through the LESO Program.
  - c) LEAs that fail to submit the certified annual inventory by November 30 will be suspended from operations within the LESO Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory by December 31 will result in a LEA's termination from the LESO Program.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
  - 4) Ensure that an approved current SPO is uploaded in FEPMIS.

## **VI. PROGRAM COMPLIANCE REVIEWS**

- A. The LESO conducts a Program Compliance Review (PCR) for each State/Territory that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, State Point of Contacts (SPOCs), and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, the DLA/State MOA, and this SPO.
  - 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
  - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State/Territory and/or LEA.
  - 3) States/Territories and/or LEAs which fail a PCR will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.

- 4) During a LESO PCR, it is LESO's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
  - a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
  - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
  - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
  - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
  - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal Agency Compliance Reviews (ACRs) of LEAs participating in the LESO Program in order to ensure accountability, program compliance, and program eligibility and to validate annual inventory submissions are accurate. The State/Territory will ensure an internal ACR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually, between October 1 and September 30. Results of internal ACRs will be kept on-file at the Missouri LESO Program office.
  - a) The internal PCR will include, at minimum:
    - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
    - ii. A review of the LEA's application/screener letter.
    - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
    - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if

any), approved cannibalization requests (if any), or other pertinent documentation as required.

- v. A review and confirmation of authenticity and eligibility of the LEA.
- b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
- c)
- d) In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

## **VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY**

- A. All LESO Program property Lost, Stolen, or Destroyed (LSD), carried on a LEA's current inventory, must be reported to the LESO.
  - 1) LSD controlled property must be reported to the LESO by the Missouri LESO Program staff within twenty-four (24) hours of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the twenty-four (24) hour period stated:
    - a) A comprehensive police report;
    - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and
    - c) A Corrective Action Plan (CAP).
  - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and Mailing Address.
  - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO by the Missouri LESO Program staff within seven (7) days of determining LESO Program property has been LSD. The LEA will be required to provide the following to the Missouri LESO Program staff within the seven (7) day period stated:
    - a) A comprehensive police report;
    - b) A National Crime Information Center (NCIC) report/entry, as applicable, for serial numbered property items; and

c) A Corrective Action Plan (CAP).

- 4) All LEAs participating in the LESO Program will agree to cooperate with investigations into LSD by the DLA OIG and/or the Missouri LESO Program staff.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO, following the initial reporting requirements detailed above, for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

## **VIII. AIRCRAFT AND SMALL ARMS**

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring aircraft and/or small arms issued through the LESO Program will request authorization to transfer or turn-in such aircraft or small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Aircraft and/or small arms will not physically move until the LESO and the Missouri LESO Program staff provides official notification that the approval process is complete.
- C. When returning small arms to Anniston Army Depot, LEAs are required to:
  - 1) Provide the 1348-1A turn in document that has been approved through the LESO.
  - 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
  - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
  - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
  - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- D. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer/deputy indicating that he/she has

received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer/deputy will be issued utilizing an Equipment Custody Receipt (ECR); this Equipment Custody Receipt obtains the signature of the officer/deputy responsible for the small arm. (A sample ECR can be found online at <https://dps.mo.gov/dir/programs/cjle/dod.php>.)

- E. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- F. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
  - 1) First Instance of loss/theft: Will result in a sixty (60) day minimum suspension.
  - 2) Second Instance of loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
  - 3) Third Instance of /loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions, which could include recalling the agency's loaned small arms or termination from the Program.
- G. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the DLA Disposition Services at the end of their useful life.

## **IX. RECORDS MANAGEMENT**

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. However, the Missouri Department of Public Safety and LEAs within the State of Missouri must maintain all records in accordance with the Missouri Secretary of State's Agency Records Disposition Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
  - 1) LESO Program Applications, LEA Applications to Participate, or records of similar purpose to enroll in the LESO Program will be retained for three (3) state fiscal years, starting from the end of the state fiscal year in which a more current application was submitted. (The state fiscal year is defined as July 1 through June 30.)

- 2) Property records for items with DEMIL Codes of “A” and “Q6” will be retained for two (2) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA’s property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
- 3) Property records for controlled property will be retained for five (5) state fiscal years, starting from the end of the state fiscal year in which the property is removed from the LEA’s property book before being destroyed. (The state fiscal year is defined as July 1 through June 30.)
- 4) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 5) LESO Program files will be segregated from all other records.
- 6) All property records will be filed, retained, and destroyed in accordance with the Missouri Secretary of State’s Agency Records Disposition Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

## **X. LESO PROGRAM ANNUAL TRAINING**

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State/Territory shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or State Point of Contact) attend the annual training that LESO conducts.

## **XI. PROPERTY ALLOCATION**

- A. The State/Territory shall:
  - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the

transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient LEA. Additionally, to the greatest extent possible, the State/Territory will ensure fair and equitable distribution of property based the LEA's current inventory and the LEA's justifications for property.

- 2) The State/Territory and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
  - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
  - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers;
  - c) MRAPs/Armored Vehicles: two (2) vehicles per LEA; and
  - d) Robots: one (1) of each type for every twenty five (25) officers.
- 3) Additional justification may be required for small arms and MRAPs/armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

B. Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday-Friday) to review/process LEAs' requests for excess DoD property.

C. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website and the Missouri Department of Public Safety LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
  - a) FEPMIS account holders must be employees of the LEA.



## **XII. PROGRAM SUSPENSION & TERMINATION**

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA/State MOA and this SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA/State MOA, Federal statute or regulation, or this SPO, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the LESO Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
  - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the LESO Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.
  - 2) Termination: Removal of a LEA or State/Territory from participating in the LESO Program. The State/Territory and/or identified LEAs will transfer or turn-in all controlled property previously received through the LESO Program at the expense of the LEAs.
  - 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.
- C. The State/Territory shall:
  - 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
  - 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
  - 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
  - 4) Require the LEA to submit results regarding all completed police investigations

and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.

- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA/State MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this SPO.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
  - a) In cases relating to a LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA prevent such transfer or turn-in within the stated thirty (30) days.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, the DLA/State MOA, or this SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State/Territory for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within the State/Territory to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.

- 13) Provide documentation to the LESO when actionable items are rectified for the State/Territory and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State/Territory via the Governor for full participation status at the conclusion of a suspension period.

**D. The LEA shall:**

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
  - a) In cases of a State/Territory termination, the State/Territory will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State/Territory.
  - b) In cases relating to an LEA termination, the LEA will have thirty (30) days to complete the transfer or turn-in of all DLA LESO Program property in their possession, unless circumstances out of the control of the LEA prevent such transfer or turn-in within the stated thirty (30) days.

**XIII. AMMUNITION**

**A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.**

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals,

and denials on the public webpage.

#### **XIV. COSTS & FEES**

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA.

#### **XV. NOTICES**

Any notices, communications, or correspondence related to this agreement shall be provided by E- mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of the DLA/State MOA or this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

#### **XVI. ANTI-DISCRIMINATION**

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State/Territory pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
  - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
  - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93- 112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State/Territory and the DOD and between the State/Territory and the LEA.

## **XVII. INDEMNIFICATION CLAUSE**

- A. The State/Territory/LEA is required, at a minimum, to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and Local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and Local laws, the State/Territory/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/Territory/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/Territory/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain full coverage insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss, damage, or destruction, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

## **XVIII. TERMINATION**

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned Chief Law Enforcement Official, Local Governing Executive Official, and State Coordinator (or State Point of Contact, by designee of the State Coordinator) hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**XIX. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

**DARRYL FORTE**

\_\_\_\_\_  
Type / Print Chief Law Enforcement Official Name

Darryl Forte  
\_\_\_\_\_  
Chief Law Enforcement Official Signature

03-17-2020  
\_\_\_\_\_  
Date (MM/DD/YYYY)

**FRANK WHITE**

\_\_\_\_\_  
Type / Print Local Governing Executive Official Name

\_\_\_\_\_  
Local Governing Executive Official Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Type / Print State Coordinator (or designee) Name

\_\_\_\_\_  
State Coordinator (or designee) Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20395

Sponsor(s): Ronald E. Finley

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the Jackson County Sheriff and the County Executive to execute a state plan of operations between the State of Missouri and the Jackson County Sheriff's Office at no cost to Jackson County.</p>												
BUDGET INFORMATION To be completed By Requesting Department and Finance	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</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:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:			
Amount authorized by this legislation this fiscal year:	\$0												
Amount previously authorized this fiscal year:	\$0												
Total amount authorized after this legislative action:	\$0												
Amount budgeted for this item * (including transfers):	\$0												
Source of funding (name of fund) and account code number:													
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): Resolution #19586 September 25<sup>th</sup>, 2017, Resolution #20036 October 24<sup>th</sup>, 2018</p>												
CONTACT INFORMATION	<p>RLA drafted by Captain David Epperson Jackson County Sheriff's Office (816) 541-8017</p>												
REQUEST SUMMARY	<p>The Secretary of Defense is authorized to transfer to state law enforcement agencies property which is in excess of the needs of the United States Department of Defense. This program, formerly known as the 1033 program, is currently called the LESO Program. (Law Enforcement Support Program)</p> <p>This request is to authorize the execution of the attached documents so the Jackson County Sheriff's Office may continue to participate.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>												
ATTACHMENTS													
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td><i>[Signature]</i></td><td>Date: 3/19/2020</td></tr> <tr> <td>Finance (Budget Approval) If applicable</td><td>N/A</td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td><i>[Signature]</i></td><td>Date: 4-2-2020</td></tr> <tr> <td>County Counselor's Office:</td><td><i>[Signature]</i></td><td>Date: 5/27/20</td></tr> </table>	Department Director:	<i>[Signature]</i>	Date: 3/19/2020	Finance (Budget Approval) If applicable	N/A	Date:	Division Manager:	<i>[Signature]</i>	Date: 4-2-2020	County Counselor's Office:	<i>[Signature]</i>	Date: 5/27/20
Department Director:	<i>[Signature]</i>	Date: 3/19/2020											
Finance (Budget Approval) If applicable	N/A	Date:											
Division Manager:	<i>[Signature]</i>	Date: 4-2-2020											
County Counselor's Office:	<i>[Signature]</i>	Date: 5/27/20											

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.
- X This legislative action does not impact the County financially and does not require Finance/Budget approval.



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

**A RESOLUTION** awarding a contract on Bid No. PW 01-2020 for the 2020 Pavement Maintenance Project (Phase 1, Asphaltic Concrete Overlay), No. 3238, to Ideker, Inc., of St. Joseph, MO, at an actual cost to the County not to exceed \$1,396,335.23, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20396**, April 6, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 01-2020 for the 2020 Pavement Maintenance Project (Phase 1, Asphaltic Concrete Overlay), No. 3238, for use by the Public Works Department; and,

WHEREAS, notifications were distributed through advertisement and online posting and three responses were received from the following:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>
Ideker, Inc. St. Joseph, MO	\$ 1,152,679.72
Superior Bowen Asphalt Co., LLC Kansas City (Jackson County), MO	\$ 1,190,091.70
Metro Asphalt, Inc. Independence, MO	\$ 1,398,500.50

WHEREAS, the Director of Public Works recommends the award of a contract for the 2020 Pavement Maintenance Project (Phase 1, Asphaltic Concrete Overlay), No. 3238, to Ideker, Inc, Co., LLC, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, after the bids were opened, the Director of Public Works recommended an increase to include the alternate bid item for milling and overlaying with asphalt, East Blue Mills Road (Eckles Rd. to Buckner Tarsney Rd.), which adds approximately 2 miles of work to the project; and,

WHEREAS, alternate work for the recycled asphaltic roadways increased Ideker's original bid by \$243,655.51, to a total revised amount of \$1,396,335.23; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

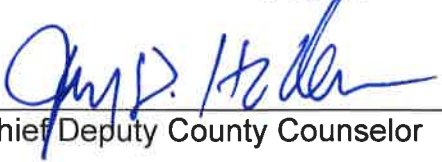
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

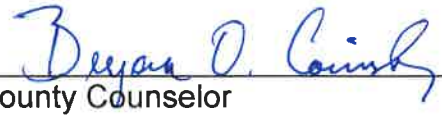
BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20396 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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: 004 1506 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Roads & Highways  
NOT TO EXCEED: \$1,396,336.00

4/2/2020  
Date

  
Chief Administrative Officer

**REQUEST FOR LEGISLATIVE ACTION****Version 6/10/19**



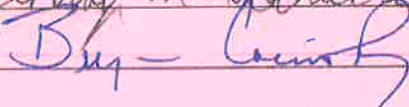
Completed by County Counselor's Office:

Res/Ord No.: 20396

Sponsor(s): Jalen Anderson

Date: April 6, 2020

<b>SUBJECT</b>	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: Awarding 2020 Pavement Maintenance Phase 1 – Asphalt Overlay Contract to Ideker, Inc. under the terms and conditions of Invitation to Bid No. PW 01-2020																		
<b>BUDGET INFORMATION</b> <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>\$1,396,335.23</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>\$1,396,335.23</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$1,396,335.23</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>Public Works: 004-1506-58040 (Roads) \$1,396,335.23</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$1,396,335.23	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$1,396,335.23	Amount budgeted for this item * (including transfers):	\$1,396,335.23	Source of funding (name of fund) and account code number:	Public Works: 004-1506-58040 (Roads) \$1,396,335.23								
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<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): N/A Prior resolutions and (date): N/A																		
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Scott Karagiorgas, P.E. (816) 933-8753																		
<b>REQUEST SUMMARY</b>	<p>The Departments of Public Works requires Pavement Maintenance Services for 2020. Therefore, Public Works prepared plans and specifications, and Bid No. PW 01-2020 to accomplish the work. Advertisement was posted once in the Daily Record and the bidding information was posted on "Public Purchase" Website. Three firms responded. A detailed bid tabulation is attached. A summary of the bids is as follows:</p> <table border="1"> <thead> <tr> <th>BIDDER</th><th>City and State</th><th>PUBLIC WORKS OVERLAY</th></tr> </thead> <tbody> <tr> <td>Ideker, Inc.</td><td>St. Joseph, MO</td><td>\$ 1,152,679.72</td></tr> <tr> <td>Superior Bowen Asphalt Company, LLC</td><td>Kansas City, MO</td><td>\$ 1,190,091.70</td></tr> <tr> <td>Metro Asphalt, Inc.</td><td>Independence, MO</td><td>\$ 1,398,500.50</td></tr> </tbody> </table> <p>The Engineers Estimate for the project is \$1,270,680.56.</p> <p>The Department of Public Works recommends that the contract be awarded to Ideker, Inc., being the lowest and best bidder with the following changes:</p> <ol style="list-style-type: none"> <li>Public Works would like to increase the overlay portion of the contract to include additional budget funds. The added work will consist of milling and overlaying with asphalt, East Blue Mills Road (Eckles Rd. to Buckner Tarsney Rd.), which adds approximately 2 miles of work to the program.</li> </ol> <p>The contract with Ideker, Inc. would be affected as follows:</p> <table border="1"> <tr> <td>Ideker, Inc. original bid</td><td>\$ 1,152,679.72</td></tr> <tr> <td>Plus additional work</td><td>\$ + 243,655.51</td></tr> <tr> <td><b>TOTAL REVISED CONTRACT AMOUNT</b></td><td><b>\$ 1,396,335.23</b></td></tr> </table> <p>We request that</p> <ol style="list-style-type: none"> <li>A Resolution be prepared authorizing the County Executive to execute this construction contract with Ideker, Inc.</li> <li>We further request that the Manager of Finance be authorized to encumber \$1,396,335.23 to cover the costs.</li> </ol> <p>We request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</p>	BIDDER	City and State	PUBLIC WORKS OVERLAY	Ideker, Inc.	St. Joseph, MO	\$ 1,152,679.72	Superior Bowen Asphalt Company, LLC	Kansas City, MO	\$ 1,190,091.70	Metro Asphalt, Inc.	Independence, MO	\$ 1,398,500.50	Ideker, Inc. original bid	\$ 1,152,679.72	Plus additional work	\$ + 243,655.51	<b>TOTAL REVISED CONTRACT AMOUNT</b>	<b>\$ 1,396,335.23</b>
BIDDER	City and State	PUBLIC WORKS OVERLAY																	
Ideker, Inc.	St. Joseph, MO	\$ 1,152,679.72																	
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<b>TOTAL REVISED CONTRACT AMOUNT</b>	<b>\$ 1,396,335.23</b>																		

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)	
COMPLIANCE	<input checked="" type="checkbox"/> MBE Goals    The utilization goals established for this project are 9.5% (MBE), 11.7% (WBE), and 9.5% <input checked="" type="checkbox"/> WBE Goals    (VBE). The CUP has been reviewed and approved by the Compliance Review Office <input checked="" type="checkbox"/> VBE Goals	
ATTACHMENTS	Bid Tabulation, JC Tax Clearance, Compliance Certificate, Business in Good Standing, Bid Bond Insurance Company, Road Work Map, Road List	
REVIEW	Department Director: Brian D. Gaddie, P.E. 	Date: 3.25.20
	Finance (Budget Approval): <i>If applicable</i>	Date: 03/26/2020
	Division Manager: 	Date: 3/30/2020
	County Counselor's Office: 	Date: 4/1/20

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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





**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**2020 PAVEMENT MAINTENANCE PROGRAM  
PHASE 1 ASPHALT OVERLAY  
COUNTY PROJECT NO. 3238    COUNTY BID NO. PW 01-2020**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: February 11, 2020    2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Ideker, Inc.	St. Joseph, MO	\$1,152,679.72	0.00%
2	Superior Bowen Asphalt Company, LLC	Kansas City, MO	\$1,190,091.70	3.25%
3	Metro Asphalt, Inc.	Independence, MO	\$1,398,500.50	21.33%
Engineers Estimate			\$1,270,680.56	10.24%



Bid Tabulation for 2020 Pavement Maintenance Program Phase 1  
Asphalt Overlay  
Jackson County PN 3238 - Bid No. PW 01-2020  
Department of Public Works - Engineering Division  
Bid Opening Date and Time:  
February 11, 2020 at 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

UNOFFICIAL				
This project is funded and Administered by Jackson County, MO.				
Item No.	Description	Quantity	Units	
Roadway Items				
1	2" Recycled Asphaltic Concrete Overlay (RC Type 3-01)	15,438	TONS	
2	2" Cold Milling	137,222	SY	
3	Force Account (Project Contingency)	1	EA	
4	Force Account (Asphalt Price Index)	1	EA	
Total Bid for Project =				
Received BASE Bid Totals 2-11-2020				
Math or Extension Error Total Amount				
Extension error line \$(Item No. Above) ??				

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.



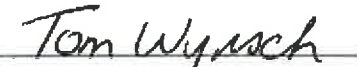
## Jackson County, Mo Certificate of Compliance

Issued To:  
Ideker, Inc.

Who is found to be in compliance with **Chapter 6 Jackson County Code** which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 191125090346V1671



# John R. Ashcroft

## Missouri Secretary of State

### MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

#### Gen. Business - For Profit Details as of 3/20/2020

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[Business Entity FAQ](#)  
[Business Entity Home Page](#)  
[Business Entity Online Filing](#)  
[Business Entity Contact Us](#)  
[MCC Online Filing](#)  
[Secretary of State Home Page](#)

Required Field

**File Documents** - select the filing from the "Filing Type" drop-down list, then click **FILE ONLINE**.  
**File Registration Reports** - click **FILE REGISTRATION REPORT**.  
**Copies or Certificates** - click **FILE COPIES/CERTIFICATES**.

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RETURN TO

**SEARCH RESULTS**

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**CERTIFICATES**

Select filing from the list.

Filing Type: Acceptance of a General Business to a Non Pr

**FILE ONLINE**

General Information	Filings	Address	Contact(s)
Name(s) <b>IDEKER, INC.</b>		<u>Address</u> <b>4614 SOUTH 40TH STREET</b>	
Type <b>Gen. Business - For Profit</b>		<b>ST. JOSEPH, MO 64503</b>	
Domesticity <b>Domestic</b>		Charter No. <b>00150058</b>	
Registered Agent <b>Paul Ideker</b>		Status <b>Good Standing</b>	
<b>4614 S. 40th Street</b>		Date Formed <b>9/14/1971</b>	
<b>Saint Joseph, MO 64503</b>			
Duration <b>Perpetual</b>			
Renewal Month <b>March</b>			
Report Due <b>6/30/2021</b>			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$6,882,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Texas.

### **Liberty Insurance Corporation**

(NAIC #42404)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$24,960,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

### **Liberty Mutual Fire Insurance Company**

(NAIC #23035)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$157,521,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Wisconsin.

### **Liberty Mutual Insurance Company**

(NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$1,289,139,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Massachusetts.

### **LM Insurance Corporation**

(NAIC #33600)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$11,906,000.

UNDERWRITING LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

[Back To Top](#)

## **M**

### **Manufacturers Alliance Insurance Company**

(NAIC #36897)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754.

PHONE: (610) 397-5000.

UNDERWRITING LIMITATION b/: \$7,220,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, KS, KY, LA, ME, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, PA, RI, SC, SD, TN, UT, VT, VA, WA.

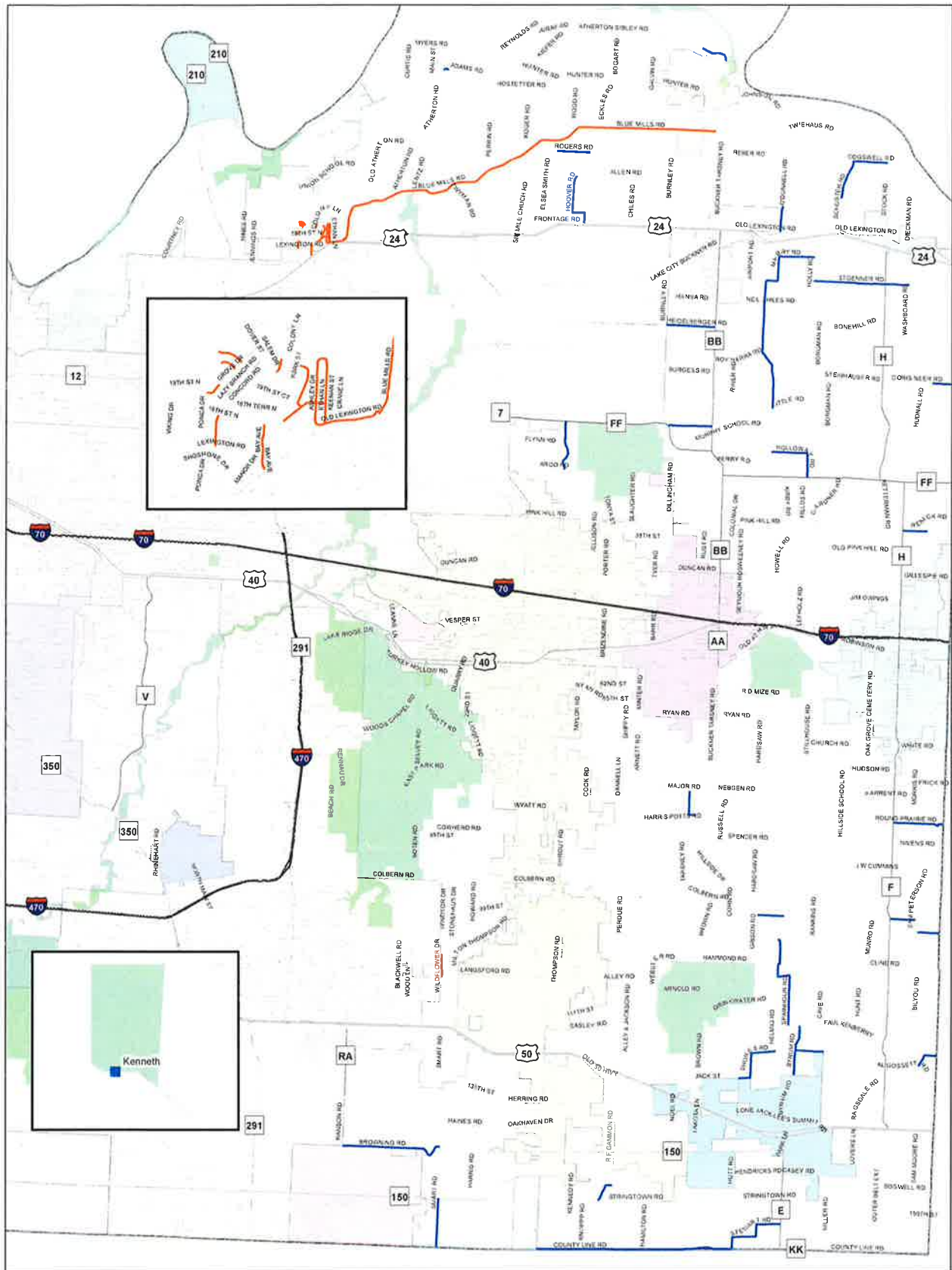
INCORPORATED IN: Pennsylvania.

### **MARKEL INSURANCE COMPANY**

(NAIC #38970)<sup>14</sup>

BUSINESS ADDRESS: 4521 Highwoods Parkway, Glen Allen, VA 23060.

# 2020 Road Program and Capital Improvements



<span style="color: blue;">■</span>	Capital Projects
<span style="color: blue;">—</span>	2019
<span style="color: blue;">—</span>	Chip Seal
<span style="color: orange;">—</span>	Mill and Overlay

## Capital Projects

Kenneth Bridge  
Tarsney Lake Bridge  
Miller Bridge  
Cline Road  
Morris Road

	Miles 2019	Miles 2020
Chip Seal	35.3	33
Asphalt Overlay	8.4	11.6
Pavement Marking	21.5	38.3

# 2020 Pavement Maintenance Program - Phase 1 Asphalt Overlay Quantities

Prepared By: Scott Karagiorgas

Date: March 19, 2020

Road Name	Beginning Point	Ending Point	Road Classification	Length (feet)	Length (miles)	Width (feet)	2" Cold Milling - Area (SY)	Depth (inches)	2" RC Type 3-01 Asphalt Overlay - Tons
E 18TH ST N	SALEM DR	NETHAN LN	Local	1,592	0.30	32	5,791	2	652
E 20TH TERR N	N GROVE DR	N PONCA DR	Local	792	0.15	24	2,251	2	253
N ASHLEY DR	NETHAN LN	E 18TH ST N	Local	861	0.16	24	2,669	2	300
N ASHLEY DR	E 18TH ST N	NETHAN LN	Local	1,454	0.28	24	3,957	2	445
BAY AVE	HWY 24	LEXINGTON RD	Local	527	0.10	30	1,982	2	223
BAY AVE	LEXINGTON RD	E 18TH ST N	Local	831	0.16	24	2,330	2	262
BEDFORD ST	SALEM DR	20TH TERR N	Local	434	0.08	24	1,248	2	140
E BLUE MILLS RD	PVMT CHANGE	OLD AHERTON RD	Arterial	4,745	0.90	24	12,653	2	1,424
E BLUE MILLS RD	OLD AHERTON RD	BRIDGE (WEST END)	Collector	5,274	1.00	24	14,064	2	1,582
E BLUE MILLS RD	BRIDGE (EAST END)	N TWYMAN RD	Collector	4,014	0.76	24	10,704	2	1,204
E BLUE MILLS RD	N TWYMAN RD	N MILLER DR	Collector	3,693	0.70	24	9,848	2	1,108
E BLUE MILLS RD	N MILLER DR	N ELSEA SMITH RD	Collector	9,451	1.79	24	25,203	2	2,835
E BLUE MILLS RD	N ELSEA SMITH RD	N ECKLES RD	Collector	5,775	1.09	24	15,400	2	1,733
E BLUE MILLS RD	N ECKLES RD	N GALVIN RD	Collector	5,197	0.98	24	13,859	2	1,559
E BLUE MILLS RD	N GALVIN RD	N BUCKNER TARSNEY RD	Collector	6,647	1.26	24	17,725	2	1,994
CONCORD CIR	DEAD END	GROVE DR	Local	505	0.10	24	1,676	2	189
NETHAN LN	N ASHLEY DR	E 18TH ST N	Local	567	0.11	24	1,723	2	194
NETHAN LN	E 18TH ST N	N ASHLEY DR	Local	1,425	0.27	24	4,695	2	528
N GROVE DR	N PONCA DR	N GROVE CT	Local	454	0.09	24	1,396	2	157
N LAZY BRANCH RD	LEXINGTON RD	E 18TH ST N	Local	939	0.18	24	2,473	2	278
E OLD LEXINGTON RD	NETHAN LN	N BLUE MILLS RD	Local	1,753	0.33	24	4,184	2	471
PLYMOUTH ST	YORK ST	18TH ST N	Local	1,491	0.28	24	5,371	2	604
S WILDFLOWER DR	LANGSFORD RD	DEAD END	Local	2,538	0.48	24	7,604	2	855
<b>Totals:</b>				<b>60,959</b>	<b>11.55</b>	<b>-</b>	<b>168,806</b>	<b>-</b>	<b>18,991</b>

**Notes:** 1.) Millings are property of the Contractor.

2.) HMA density of 150 lbs/cf was assumed for asphalt overlay quantities.

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

**A RESOLUTION** awarding a contract on Bid No. PW 02-2020 for the 2020 Pavement Maintenance Project (Phase 2, Chip Seal), No. 3239, to Vance Brothers, Inc., of Kansas City, MO, at an actual cost to the County not to exceed \$632,964.34, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20397**, April 6, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 02-2020 for the 2020 Pavement Maintenance Project (Phase 2, Chip Seal), No. 3239, for use by the Public Works Department; and,

WHEREAS, notifications were distributed through advertisement and online posting and two responses were received from the following:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>
Vance Brothers, Inc. Kansas City (Jackson County), MO	\$632,964.34
Mid America Road Builders, Inc. Platte City, MO	\$861,938.14

and,

WHEREAS, the Director of Public Works recommends the award of a contract for the 2020 Pavement Maintenance Project (Phase 2, Chip Seal), No. 3239, to Vance Brothers, Inc., for the reason that it submitted the lowest and best bid; and,



WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

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

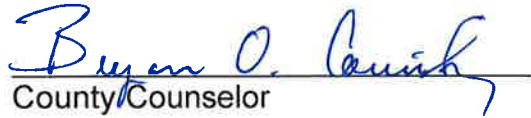
BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20397 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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: 004 1506 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Roads & Highways  
NOT TO EXCEED: \$632,965.00

4/2/2020  
Date

  
Chief Administrative Officer

## REQUEST FOR LEGISLATIVE ACTION

**Version 6/10/19**

**Completed by County Counselor's Office:**

Res/Ord No.: 20397

Sponsor(s): Jalen Anderson

Date: April 6, 2020

<b>SUBJECT</b>	<div>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</div> <div>Project/Title: Awarding 2020 Pavement Maintenance Program Phase 2 – Chip Seal Contract, Proj. No. 3239, to Vance Brothers, Inc. under the terms and conditions of Invitation to Bid No. PW 02-2020</div>										
<b>BUDGET INFORMATION</b> <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>\$632,964.34</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>\$632,964.34</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$632,964.34</td></tr><tr><td>Source of funding (name of fund) and account code number:</td><td><b>Public Works:</b> 004-1506-58040 (Roads) \$632,964.34</td></tr></table> <div>* If account includes additional funds for other expenses, total budgeted in the account is: \$</div> <div>OTHER FINANCIAL INFORMATION:</div> <div><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:</div> <div>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</div>	Amount authorized by this legislation this fiscal year:	\$632,964.34	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$632,964.34	Amount budgeted for this item * (including transfers):	\$632,964.34	Source of funding (name of fund) and account code number:	<b>Public Works:</b> 004-1506-58040 (Roads) \$632,964.34
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<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): N/A Prior resolutions and (date): N/A										
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Scott Karagiorgas, P.E. (816) 933-8753										
<b>REQUEST SUMMARY</b>	<div>The Department of Public Works requires Pavement Maintenance Services for 2020. Therefore, Public Works prepared plans and specifications, and Bid No. PW 02-2020 to accomplish the work. Advertisement was posted once in the Daily Record and the bidding information was posted on the “Public Purchase” website. Sealed proposals were opened on February 25, 2020 at the offices of Public Works with two bidders responding. A detailed bid tabulation is attached. A summary of the bid is as follows: AS READ</div> <table border="1"><thead><tr><th>BIDDER</th><th>City and State</th><th>BIDS</th></tr></thead><tbody><tr><td>Vance Brothers, Inc.</td><td>Kansas City, MO</td><td>\$ 632,964.34</td></tr><tr><td>Mid America Road Builders, Inc.</td><td>Platte City, MO</td><td>\$ 861,938.14</td></tr></tbody></table> <div>The Engineers Estimate for the project is \$907,732.93. The Department of Public Works recommends that the contract be awarded to Vance Brothers, Inc., being the lowest and best bidder. We request that 1. A Resolution be prepared authorizing the County Executive to execute this construction contract with Vance Brothers, Inc. 2. We further request that the Manager of Finance be authorized to encumber \$632,964.34 to cover the costs. We request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</div>	BIDDER	City and State	BIDS	Vance Brothers, Inc.	Kansas City, MO	\$ 632,964.34	Mid America Road Builders, Inc.	Platte City, MO	\$ 861,938.14	
BIDDER	City and State	BIDS									
Vance Brothers, Inc.	Kansas City, MO	\$ 632,964.34									
Mid America Road Builders, Inc.	Platte City, MO	\$ 861,938.14									
<b>CLEARANCE</b>	<div><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)</div>										
<b>COMPLIANCE</b>	<div><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals</div> <div>The utilization goals established for this project are 0.0% (MBE), 0.0% (WBE), and 0.0% (VBE). The CUP has been reviewed and approved by the Compliance Review Office.</div>										

ATTACHMENTS	Bid Summary, Bid Tabulation, JC Tax Clearance, Compliance Certificate, Business in Good Standing, Bid Bond Insurance Company, Road Work Map, Road List	
REVIEW	Department Director: Brian D. Gaddie, P.E. <i>B.D. Gaddie</i>	Date: 3.25.20
	Finance (Budget Approval): <i>If applicable</i>	Date: 03/27/2020
	Division Manager: <i>Thay M. Schutte</i>	Date: 3-30-2020
	County Counselor's Office: <i>Bryan County</i>	Date: 4/1/20

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:**

This expenditure was included in the Annual Budget.

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

Date: March 27, 2020

RES # 20397

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
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<b>004</b>	<b>Special Road &amp; Bridge Fund</b>	
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1506	Road & Bridge Maintenance	58040 Roads & Highways	\$ 632,965
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**APPROVED**  
**By Mark Lang at 11:32 am, Mar 27, 2020**

Budget Office

\$ 632,965



**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**2020 PAVEMENT MAINTENANCE PROGRAM  
PHASE 2 CHIP SEAL  
COUNTY PROJECT NO. 3239    COUNTY BID NO. PW 02-2020**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: February 25, 2020    2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Vance Brothers, Inc.	Kansas City, MO	\$632,964.34	0.00%
2	Mid America Road Builders, Inc.	Platte City, MO	\$861,938.14	36.17%
Engineers Estimate			\$907,732.93	43.41%

Bid Tabulation for 2020 Pavement Maintenance Program Phase 2 Chip Seal

Jackson County PN 3239 - Bid No. PW 02-2020

Department of Public Works - Engineering Division

BID OPENING DATE AND TIME: February 25, 2020 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

UNOFFICIAL									
This project is funded and Administered by Jackson County, MO.									
Item No.	Description	Quantity	Units	Lowest Bidder			2nd Lowest		
				Vance Brothers, Inc. Kansas City, MO			Mid America Road Builders, Inc. Platte City, MO		
				Unit Price	Total Price		Unit Price	Total Price	Engineers Estimate Unit Price      Total Price
<b>Roadway Items</b>									
1	Single 3/8" Chip Seal	381,623	SY	\$1.58	\$602,964.34	\$2.18	\$831,938.14	\$2.30	\$877,732.90
2	Force Account	1	EA	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
<b>Total Bid for Project =</b>					\$ 632,964.34		\$ 861,938.14		\$ 907,732.90
									\$1.88
									\$30,000.00

Received BASE Bid Totals 2-25-2020

Math or Extension Error Total Amount

Extension error line (s) (Item No. Above) ??

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.

Report Confirmation JCMO-VCRS



Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

*Tom Wyrach*  
(COMPLIANCE REVIEW OFFICER)  
JACKSON COUNTY, MISSOURI

Certificate ID: 200221081912V168




**John R. Ashcroft**

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

? Online Help

**Gen. Business - For Profit Details as of 3/20/2020**
[Business Entity Fees & Forms](#)
[Business Entity FAQ](#)
[Business Entity Home Page](#)
[Business Entity Online Filing](#)
[Business Entity Contacts](#)
[UCC Online Filing](#)
[Secretary of State Home Page](#)

\* Required Field

**File Documents** - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

**File Registration Reports** - click FILE REGISTRATION REPORT.

**Copies or Certificates** - click FILE COPIES/CERTIFICATES.

 RETURN TO  
 SEARCH RESULTS

Select filing from the list.

Filing Type Acceptance of a General Business to a Non Pr

 FILE  
 ONLINE

 ORDER COPIES  
 CERTIFICATES

General Information	Filings	Address	Contact(s)
Name(s) <b>VANCE BROTHERS, INC.</b>		Address <b>5201 Brighton Kansas City, MO 64130</b>	
Type <b>Gen. Business - For Profit</b>		Charter No. <b>00093872</b>	
Domesticity <b>Domestic</b>		Status <b>Good Standing</b>	
Registered Agent <b>TM VANCE</b>		Date Formed <b>12/31/1958</b>	
<b>5201 BRIGHTON / POB 300107 KANSAS CITY, MO 64130-0107</b>			
Duration <b>Perpetual</b>			
Renewal Month <b>January</b>			
Report Due <b>4/30/2020</b>			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$6,882,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Texas.

### **Liberty Insurance Corporation**

(NAIC #42404)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$24,960,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

### **Liberty Mutual Fire Insurance Company**

(NAIC #23035)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$157,521,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Wisconsin.

### **Liberty Mutual Insurance Company**

(NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$1,289,139,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Massachusetts.

### **LM Insurance Corporation**

(NAIC #33600)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500.

UNDERWRITING LIMITATION b/: \$11,906,000.

UNDERWRITING LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

[Back To Top](#)

## **M**

### **Manufacturers Alliance Insurance Company**

(NAIC #36897)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754.

PHONE: (610) 397-5000.

UNDERWRITING LIMITATION b/: \$7,220,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, KS, KY, LA, ME, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, PA, RI, SC, SD, TN, UT, VT, VA, WA.

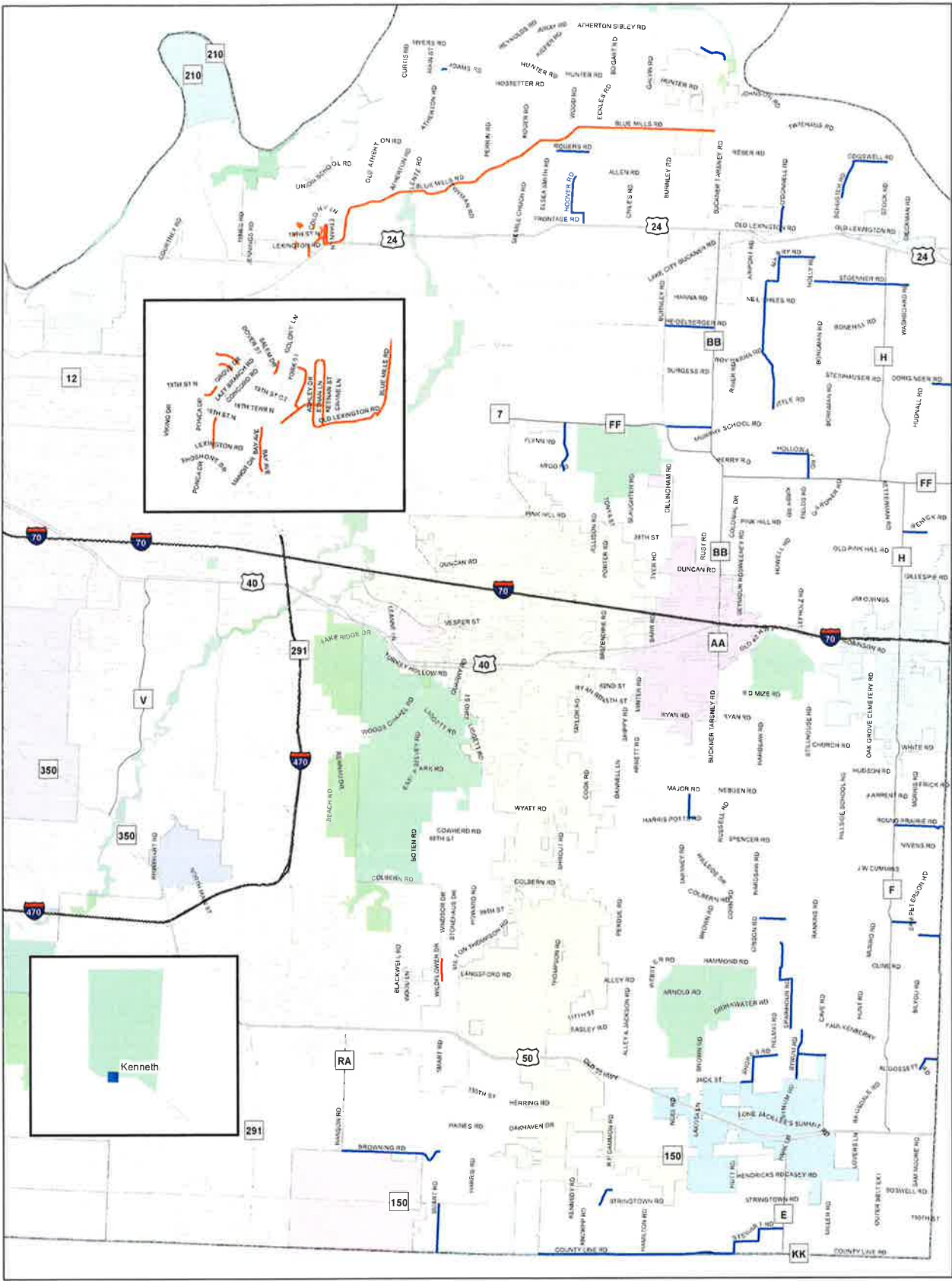
INCORPORATED IN: Pennsylvania.

### **MARKEL INSURANCE COMPANY**

(NAIC #38970)<sup>14</sup>

BUSINESS ADDRESS: 4521 Highwoods Parkway, Glen Allen, VA 23060.

# 2020 Road Program and Capital Improvements



# **2020 Pavement Maintenance Program - Phase 2 Chip Seal Quantities**

Prepared By: Scott Karagiorgas

Date: February 11, 2020

Road Name	Beginning Point	Ending Point	Length (feet)	Length (miles)	Width (feet)	Single 3/8" Chip Seal - Area (SY)	JCPW Work Phase
BROWNING RD	RANSON RD	S SMART RD	11,273	2.14	20	25,803	1
E COUNTY LINE RD	M 7 HWY	KNORPP RD	5,164	0.98	22	13,002	1
E COUNTY LINE RD	KNORPP RD	HAMILTON RD	6,625	1.25	22	16,680	1
E COUNTY LINE RD	HAMILTON RD	S STEWART RD	9,173	1.74	22	23,096	1
HEDGECOCK RD	E STRINGTOWN RD	GAMMON RD	2,484	0.47	18	5,117	1
E LORENZE RD	AL GOSSETT RD	COUNTY LIMITS (JOHNSON)	2,523	0.48	18	5,197	1
S SMART RD	COUNTY LIMITS (CASS)	E OUTER BELT RD	5,304	1.00	20	12,140	1
STEWART RD	E COUNTY LINE RD	S BYNUM RD	7,891	1.49	18	16,255	1
S BYNUM RD	CITY LIMITS (LONE JACK)	E FAULKENBERRY RD	5,410	1.02	24	14,859	2
E BYNUM SPUR RD	S BYNUM RD	CULVERT CENTERLINE	1,980	0.38	18	4,079	2
E BYNUM SPUR RD	CULVERT CENTERLINE	DEAD END	1,113	0.21	18	2,293	2
E COLBERN RD EXT	S OUTER BELT RD	S SAM PETERSON RD	2,604	0.49	22	6,556	2
E COLBERN RD EXT	S SAM PETERSON RD	COUNTY LIMITS (LAFAYETTE)	3,858	0.73	22	9,714	2
E DORIS NEER RD	S GRASSY RIDGE RD	COUNTY LIMITS (LAFAYETTE)	2,678	0.51	18	5,517	2
FRISTOE RD	S BUCKNER TARSNEY RD	E MAJOR RD	3,375	0.64	20	7,725	2
HOLLOWAY RD	E TRUMAN RD	E MURPHY SCHOOL RD	6,548	1.24	18	13,489	2
E OAKLAND SCHOOL RD	E TRUMAN RD	S BUCKNER TARSNEY RD	4,752	0.90	18	9,789	2
S OWENS SCHOOL RD	E ARGO RD	E TRUMAN RD	5,496	1.04	20	12,580	2
E RENICK RD	S OUTER BELT RD	SEE ATTACHED DRAWING	2,373	1.18	18	4,888	2
E ROUND PRAIRIE RD	S OUTER BELT RD	S MORRIS RD	2,662	0.50	22	6,702	2
E ROUND PRAIRIE RD	S MORRIS RD	DEAD END	2,722	0.52	18	5,607	2
E SCHOONOVER RD	S GIBSON RD	DEAD END	2,937	0.56	16	5,378	2
SHORES RD	E LONE JACK LEE'S SUMMIT	S HELMIG RD	6,621	1.25	18	13,639	2
SPAINHOUR RD	E SNOW RD	E HAMMOND RD	8,055	1.53	18	16,593	2
S SPAINHOUR RD	E HAMMOND RD	E BENSON RD	2,884	0.55	18	5,941	2
E ADAMS RD	N ATHERTON RD	N OLD ATHERTON RD	679	0.13	20	1,554	3
ATHERTON SIBLEY RD	SEE ATTACHED DRAWING	CITY LIMITS (SIBLEY)	2,256	0.43	16	4,131	3
E COGSWELL RD	N SCHUSTER RD	N STOCK RD	3,782	0.71	18	7,750	3
N DOUGLAS RD	SEE ATTACHED DRAWING	E ROGERS RD	282	0.05	18	581	3
HEIDELBERGER RD	SEE ATTACHED DRAWING	SEE ATTACHED DRAWING	1,002	0.19	20	2,293	3
HOOVER RD	E US 24 HWY	E ALLEN RD	6,464	1.22	20	14,795	3
MABRY RD	N SUNNYSOOK SCHOOL RD	N HOLLY RD	7,855	1.49	18	16,181	3
N O'DONNELL RD	E OLD LEXINGTON RD	SEE ATTACHED DRAWING	2,547	0.48	18	5,247	3
E ROGERS RD	N ELSEA SMITH RD	N DOUGLAS RD	2,356	0.45	16	4,314	3
E ROGERS RD	N DOUGLAS RD	DEAD END	1,215	0.23	16	2,225	3
N SCHUSTER RD	E REBER RD	E RIPPERGER RD	1,484	0.24	18	3,057	3
N SCHUSTER RD	E RIPPERGER RD	E COGSWELL RD	2,892	0.54	18	5,958	3
STOENNER RD	N HOLLY RD	OUTER BELT RD	7,767	1.47	18	16,000	3
STOENNER RD	OUTER BELT RD	N WASHBOARD RD	2,607	0.49	18	5,370	3
S SUNNYSOOK SCHOOL RD	E LITTLE RD	S ROY HARRA RD	6,413	1.21	18	13,211	3
SUNNYSOOK SCHOOL RD	S ROY HARRA RD	E NEIL CHILES RD	5,298	1.00	18	10,914	3
N SUNNYSOOK SCHOOL RD	E NEIL CHILES RD	AIRPORT RD	2,622	0.50	18	5,401	3
<b>Subtotals:</b>			<b>174,006</b>	<b>33.63</b>	<b>--</b>	<b>381,623</b>	

## **Notes:**

- 1.) The Phase 2 road list above is sorted by the JCPW construction phasing and then alphabetically within each phase.  
etc.)
- 3.) All loose aggregate shall be removed by the chip seal contractor prior to placement of pavement markings.

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

**A RESOLUTION** awarding a contract on Bid No. PW 03-2020 for the 2020 Pavement Maintenance Project (Phase 3, Pavement Marking), No. 3240, to Twin Traffic Marking Corporation of Kansas City, KS, at an actual cost to the County not to exceed \$94,359.33, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20398**, April 6, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 03-2020 for the 2020 Pavement Maintenance Project (Phase 3, Pavement Marking), No. 3240, for use by the Public Works Department; and,

WHEREAS, notifications were distributed through advertisement and online posting and two responses were received from the following:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>
Twin Traffic Marking Corporation Kansas City, KS	\$94,359.33
Streetwise, Inc. Grandview, MO	\$122,690.42

and,

WHEREAS, the Director of Public Works recommends that the contract be awarded to Twin Traffic Marking Corporation of Kansas City, KS, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, the County reserved the right to adjust the quantities up or down to any and all bids to accommodate available funds within the bid specifications; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20398 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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: 004 1506 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Roads & Highways  
NOT TO EXCEED: \$94,360.00

4/2/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



**REQUEST FOR LEGISLATIVE ACTION****Version 6/10/19**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20398

Sponsor(s): Jalen Anderson

Date: April 6, 2020

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Awarding 2020 Pavement Maintenance Program Phase 3 - Pavement Markings Contract, PN 3240 to Twin Traffic Marking Corporation under the terms and conditions of Invitation to Bid No. PW 03-2020</p>										
<b>BUDGET INFORMATION</b> <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>\$94,359.33</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>\$94,359.33</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$94,359.33</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>Public Works: 004-1506-58040 (Roads) \$94,359.33</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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:	\$94,359.33	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$94,359.33	Amount budgeted for this item * (including transfers):	\$94,359.33	Source of funding (name of fund) and account code number:	Public Works: 004-1506-58040 (Roads) \$94,359.33
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): N/A  Prior resolutions and (date): N/A</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Scott Karagiorgas, P.E. (816) 933-8753</p>										
<b>REQUEST SUMMARY</b>	<p>The Department of Public Works requires Pavement Maintenance Services for 2020. Therefore, Public Works prepared plans and specifications, and Bid No. PW 03-2020 to accomplish the work. Advertisement was posted once in the Daily Record and the bidding information was posted on the "Public Purchase" website. Sealed proposals were opened on March 3, 2020 at the offices of Public Works with two bidders responding. A detailed bid tabulation is attached. A summary of the bid is as follows: AS READ</p> <table border="1"> <thead> <tr> <th>BIDDER</th><th>City and State</th><th>BIDS</th></tr> </thead> <tbody> <tr> <td>Twin Traffic Marking Corporation</td><td>Kansas City, KS</td><td>\$ 94,359.33</td></tr> <tr> <td>Streetwise, Inc.</td><td>Grandview, MO</td><td>\$ 122,690.42</td></tr> </tbody> </table> <p>The Engineers Estimate for the project is \$133,866.26.  The Department of Public Works recommends that the contract be awarded to Twin Traffic Marking Corporation, being the lowest and best bidder.  We request that</p> <ol style="list-style-type: none"> <li>1. A Resolution be prepared authorizing the County Executive to execute this construction contract with Twin Traffic Marking Corporation.</li> <li>2. We further request that the Manager of Finance be authorized to encumber \$94,359.33 to cover the costs.</li> </ol> <p>We request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</p>	BIDDER	City and State	BIDS	Twin Traffic Marking Corporation	Kansas City, KS	\$ 94,359.33	Streetwise, Inc.	Grandview, MO	\$ 122,690.42	
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<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<b>COMPLIANCE</b>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p> <p>The utilization goals established for this project are 0.0% (MBE), 0.0% (WBE), and 0.0% (VBE). The CUP has been reviewed and approved by the Compliance Review Office.</p>										
<b>ATTACHMENTS</b>											

	Bid Summary, Bid Tabulation, JC Tax Clearance, Compliance Certificate, Business in Good Standing, Bid Bond Insurance Company, Road List	
REVIEW	Department Director: Brian D. Gaddie, P.E. <i>B. Gaddie</i>	Date: 3.25.20
	Finance (Budget Approval): <i>If applicable</i>	Date: 03/27/2020
	Division Manager: <i>Wayne M. Schulte</i>	Date: 3/30/2020
	County Counselor's Office: <i>Bryant County</i>	Date: 4/1/20

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.

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RES # 20398**004 Special Road & Bridge Fund**

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\$ 94,360

Budget Office



**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**2020 PAVEMENT MAINTENANCE PROGRAM  
PHASE 3 PAVEMENT MARKINGS  
COUNTY PROJECT NO. 3240    COUNTY BID NO. PW 03-2020**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: March 3, 2020    2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Twin Traffic Marking Corporation	Kansas City, KS	\$94,359.33	0.00%
2	Streetwise, Inc.	Grandview, MO	\$122,690.42	30.02%
Engineers Estimate			\$133,866.26	41.87%

Bid Tabulation for 2020 Pavement Maintenance Program Phase 3  
Pavement Markings

Jackson County PN 3240 - Bid No. PW 03-2020

Department of Public Works - Engineering Division

BID OPENING DATE AND TIME: March 3, 2020 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

UNOFFICIAL

				Lowest Bidder		2nd Lowest				
This project is funded and Administered by Jackson County, MO.				Twin Traffic Marking Corporation Kansas City, KS		Streetwise, Inc. Grandview, MO		Engineers Estimate		Average Unit Price of Bids Received
Item No.	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
Roadway Items										
1	4" Solid White Edge Lines (Paint)	361,082	LF	\$0.11	\$39,719.02	\$0.14	\$50,551.48	\$0.14	\$50,551.48	\$0.13
2	4" Solid White Lane Lines (Paint)	9,185	LF	\$0.11	\$1,010.35	\$0.14	\$1,285.90	\$0.14	\$1,285.90	\$0.13
3	4" Dashed White Lines (Paint)	120	LF	\$0.50	\$60.00	\$0.14	\$16.80	\$0.14	\$16.80	\$0.32
4	4" Dashed Yellow Lines (Paint)	12,134	LF	\$0.04	\$485.36	\$0.06	\$728.04	\$0.35	\$4,246.90	\$0.05
5	4" Double Solid Yellow Centerlines (Paint)	163,491	LF	\$0.20	\$32,698.20	\$0.24	\$39,237.84	\$0.28	\$45,777.48	\$0.22
6	6" Solid White Crosswalk Lines for Islands (Paint)	84	LF	\$3.00	\$252.00	\$12.00	\$1,008.00	\$8.00	\$672.00	\$7.50
7	24" Solid Yellow Diagonal Lines for Islands (Paint)	38	LF	\$3.00	\$114.00	\$10.00	\$380.00	\$25.00	\$950.00	\$6.50
8	4" Solid Yellow Paint with 4" Dashed Lines (Paint)	13,902	LF	\$0.20	\$2,780.40	\$0.18	\$2,502.36	\$0.35	\$4,865.70	\$0.19
9	24" White Stop Bars (Thermo)	365	LF	\$14.00	\$5,110.00	\$22.00	\$8,030.00	\$25.00	\$9,125.00	\$18.00
10	White Left Turn Arrows (Thermo)	7	EA	\$190.00	\$1,330.00	\$400.00	\$2,800.00	\$235.00	\$1,645.00	\$295.00
11	White Right Turn Arrows (Thermo)	8	EA	\$190.00	\$1,520.00	\$400.00	\$3,200.00	\$235.00	\$1,880.00	\$295.00
12	White Thru Arrows (Thermo)	2	EA	\$190.00	\$380.00	\$300.00	\$600.00	\$175.00	\$350.00	\$245.00
13	White Railroad Crossing Marker (Thermo)	6	EA	\$650.00	\$3,900.00	\$1,225.00	\$7,350.00	\$1,250.00	\$7,500.00	\$937.50
14	Force Account	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Total Bid for Project =				\$ 94,359.33		\$ 122,690.42		\$ 133,866.26	

Received BASE Bid Totals 3-3-2020

\$ 94,435.33

\$ 122,690.42

Math or Extension Error Total Amount

\$76.00

\$0.00

Extension error line (\$ (Item No. Above) ??

Total Bid Amount

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.




**Jackson County, Mo  
Certificate of Compliance**

Issued To:  
Twin Traffic Marking Corporation

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

  
\_\_\_\_\_  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 191206073338V654



**John R. Ashcroft**  
Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

**Gen. Business - For Profit Details as of 3/20/2020**

[Business Entity Fees & Forms](#)  
[Business Entity FAQ](#)  
[Business Entity Home Page](#)  
[Business Entity Online Filing](#)  
[Business Entity Contact Us](#)  
[MCC Online Filing](#)  
[Secretary of State Home Page](#)

Required Field

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**File Registration Reports** - click FILE REGISTRATION REPORT.

**Copies or Certificates** - click FILE COPIES/CERTIFICATES.

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**CERTIFICATES**

Select filing from the list.

Filing Type    Acceptance of a General Business to a Non Pr

**FILE ONLINE**

General Information	Filings	Address	Contact(s)
Name(s) <b>TWIN TRAFFIC MARKING CORPORATION</b>		<u>Address</u> <b>626 N 47th Street Kansas City, KS 66102</b>	
Type <b>Gen. Business - For Profit</b>		Charter No. <b>00174399</b>	
Domesticity <b>Domestic</b>		Status <b>Good Standing</b>	
Registered Agent <b>JAMES R. FRANCIS 5313 Bluff Way Parkville, MO 64152</b>		Date Formed <b>2/10/1975</b>	
Duration <b>Perpetual</b>			
Renewal Month <b>January</b>			
Report Due <b>4/30/2021</b>			

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**FCCI Insurance Company**

(NAIC #10178)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 - 8424.

PHONE: (800) 226-3224.

UNDERWRITING LIMITATION b/: \$55,070,000.

SURETY LICENSES c,f/: AL, AZ, AR, CO, DC, FL, GA, IL, IN, IA, KS, KY, LA, MD, MI, MS, MO, NE, NC, OH, OK, PA, SC, TN, TX, VA.

INCORPORATED IN: Florida.

**Federal Insurance Company**

(NAIC #20281)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.

PHONE: (215) 640-1000.

UNDERWRITING LIMITATION b/: \$461,364,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Indiana.

**FEDERATED MUTUAL INSURANCE COMPANY**

(NAIC #13935)

BUSINESS ADDRESS: 121 EAST PARK SQUARE, OWATONNA, MN 55060.

PHONE: (507) 455-5200.

UNDERWRITING LIMITATION b/: \$346,382,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Minnesota.

**Fidelity and Deposit Company of Maryland**



(NAIC #39306)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056.

PHONE: (847) 605-6000.

UNDERWRITING LIMITATION b/: \$27,371,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

### **FIDELITY AND GUARANTY INSURANCE COMPANY**

(NAIC #35386)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183.

PHONE: (860) 277-0111.

UNDERWRITING LIMITATION b/: \$1,814,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Iowa.

### **Fidelity and Guaranty Insurance Underwriters, Inc.**

(NAIC #25879)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183.

PHONE: (860) 277-0111.

UNDERWRITING LIMITATION b/: \$8,892,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Wisconsin.

### **Financial Casualty & Surety, Inc.**

(NAIC #35009)

BUSINESS ADDRESS: 3131 Eastside, Suite 600, Houston, TX 77098

# 2020 Pavement Maintenance Program Phase 3 - Road List and Quantities

Prepared By: Scott Karagorgas  
Date: 02/18/2020

Road Name	Beginning Point Description	Ending Point Description	24" White Stop Bars (LF)	24" Yellow Diagonal Median Island Lines (LF)	4" Double Solid Yellow Centerlines (LF)	4" Solid White Edge Lines (LF)	4" Solid White Lane Line (LF)	4" White Dashed Interim Lines (LF)	4" Yellow Dashed and 4" Solid Lines (LF)	4" Yellow Solid Lines (LF)	6" Solid White Crosswalk (LF)	Railroad Crossing (EA)	White Left Turn Arrows (EA)	White Right Turn Arrows (EA)	White Thru Lane Arrows (EA)
19TH ST TERR N	JENNINGS RD	NI WHITNEY RD			1,552.64	3,305.28									
135TH ST	CL LAKE LATAWANA (FI R.F. GAMMON)	DE	10.00		480.80	10,833.92			307.70	4,227.60					
ATHERTON RD	FI BLUE MILLS RD	FI OLD ATHERTON RD			3,588.30	15,394.48			1,903.10	3,070.90		2			
ATHERTON RD	PI OLD ATHERTON RD	FI MABLE			7,752.88	3,752.88									
BLUE MILLS RD	PI OLD ATHERTON RD	FI OLD ATHERTON RD			3,016.00	1,931.28			508.80	937.90		2			
BLUE MILLS RD	FI BROWN	FI BROWN			3,016.00	1,931.28			846.10						
BLUE MILLS RD	FI BROWN	FI MILLER			3,649.20	7,392.00									
BLUE MILLS RD	FI MILLER	FI ELSEA SMITH			2,770.40	18,828.48			1,547.30						
BLUE MILLS RD	FI ELSEA SMITH	FI ELSEA SMITH			2,015.60	11,618.00			2,842.60	556.60					
BLUE RIDGE BLVD	CL KANSAS CITY	NE BRIDGE			4,419.36	8,838.72									
BLUE RIDGE BLVD	FI BRIDGE	CL KANSAS CITY/PVT CHANGE			2,824.80	5,649.60									
BROWNING RD	FI RANSON	NI SMART RD	14.00												
CAVE RD	FI FAULKENBERRY RD	CLINE RD			6,784.80	13,569.60									
CLINE RD	OUTER BELT RD	COUNTY LINE (BEG G PAVT)			5,290.56	10,581.12									
COURTNEY ATHERTON RD	CL SUGAR CREEK	UNION SCHOOL/WHITNEY RD	11.00		2,761.44	5,522.88									
COOK RD	CL BLUE SPRINGS (3252 N MAJOR RD)	NI MORELAND SCHOOL RD			2,075.04	4,150.08									
COURTNEY RD	KENTUCKY RD	CL SUGAR CREEK													
COWHERD RD	FI EAST PARK RD	FI JASPER BELL RD			4,408.80	8,817.60									
COWHERD RD	FI JASPER BELL RD	CL BLUE SPRINGS (6295 E JASPER BELL RD)			4,625.28	9,250.56									
DUNCAN RD	CL BLUE SPRINGS (6295 E JASPER BELL RD)	CL BLUE SPRINGS (6370 E OF JASPER BELL)	22.00		5,295.00	10,590.00									
DUNCAN RD	EAST RD. MIZE RD	DEER RUN TRAIL			1,240.00	2,480.00	160.00						2	2	
FRISTOE RD	NI BUCKNER TARNSEY RD	NI MAJOR RD	14.00		5,290.00	10,580.00									
HARRIS RD	HERRING RD	CL LAKE LATAWANA (60 HWY)			5,369.76	10,739.52									
HEDGECOCK RD	FI STRINGTOWN RD	CL LAKE LATAWANA	12.00		1,779.36	3,558.72									
JENNINGS RD	CL SUGAR CREEK	FI STRINGTOWN			859.08	1,700.16									
JENNINGS RD	CL SUGAR CREEK	19TH ST TERR N													
KENNEY RD	CL LAKE LATAWANA	STATE MAINT (N 150 HWY)	12.00												
KENNEY RD	FI LOGER RD	CL COLBURN RD	8.00		924.00	1,848.00									
LAKE LATAWANA RD	CL LAKE LATAWANA	CL COLBURN RD			1,778.70	3,557.40	234.30		569.80						
LANGSFORD RD	FI WILDFLOWER DR	NI MILTON THOMPSON RD	17.00		3,944.16	7,888.32									
LEFHOLZ RD	FI MCQUELRY RD	HOWELL RD			3,257.76										
LEXINGTON RD	FI WHITNEY RD	FI BAY			1,074.00	2,148.00	902.00				84.00		3	3	
LIGGETT RD	FI WOODS CHAPEL RD	NE BRIDGE	29.00	38.00	860.00	260.00									
LONE JACK-LEE'S SUMMIT	FE BRIDGE	PVT CHANGE													
MAJOR RD	FI BUCKNER TARNSEY RD	FI BROWN RD	11.00		3,215.52	6,431.04									
MASON SCHOOL RD	CL BLUE SPRINGS	FI ARNETTE RD			1,953.60	3,907.20									
MILTON THOMPSON RD	FI LANGSFORD RD	STATE MAINT (N 7 HWY)			7,043.90	20,652.36			2,458.80	649.40					
NIVENS RD	FI OUTER BELT RD	LAFAYETTE COUNTY LINE			2,225.60										
NIVENS RD	FI OUTER BELT RD	LAFAYETTE COUNTY LINE				10,538.88			3,086.90						
OAK HILL SCHOOL RD	FI BUCKNER TARNSEY RD	NI NEGBEN RD	15.00												
OWENS SCHOOL RD	FI ARGO RD	NI TRUMAN RD			2,384.90										
PERDUE RD	FI ALLEY RD	NI COLBURN RD			11,172.48	22,344.96									
RANSON RD	BROWNING RD	FI WOODS CHAPEL RD			3,616.80	7,233.60									
RECAMON RD	CL LAKE LATAWANA (S 150 N 150 HWY)	OLD 50 HWY	20.00										1		
ROBINSON RD	CL OAK GROVE	OUTER RD	20.00		3,702.24	1,404.48									
ROUND PRAIRIE RD	CUMMINS RD	FI CORN CEM RD			1,256.64	2,513.28									
ROUND PRAIRIE RD	FI DUNCAN RD	NI OUTER BELT RD			1,372.80	2,745.60									
RUST RD	FI DUNCAN RD	NI PINK HILL RD			5,285.28	10,570.56									
RYAN RD	CL BLUE SPRINGS	NE BRIDGE			1,320.00	2,640.00									
RYAN RD	65TH ST	FI ARNETTE RD			5,237.76	10,475.52									
SCHUSTER RD	STATE MAINT (I 24 HWY)	FI REBER RD													
STARK AVE	22ND TERRINDEP CITY	NI BLUE RIDGE BLVD	31.00		2,766.72	5,533.44							1	1	2
STARK AVE	NI BLUE RIDGE BLVD	NI TRUMAN RD	11.00		660.00	1,320.00									
STARK AVE	FI TRUMAN RD	NI BLUE RIDGE BLVD	17.00		443.52	887.04									
STONY POINT SCHOOL RD	FI STONY POINT RD	NI BUCKNER TARNSEY RD	13.00												
TIMBERLAKE TRAIL	FI OF SMART RD	NI HAINES RD	24.00												
TYLER RD	FI SMART RD	NI HAINES RD	28.00												
WEST PARK RD	CL GRAIN VALLEY	NI DUNCAN RD			2,692.80	5,385.60									
WEST PARK RD	FI DUNCAN RD	NI DILLINGHAM RD			1,593.40	3,186.80									
WHIPPOWILL LANE	CL BEACH RD	CL CULVERT			4,820.84	9,641.68									
WOODLAND CIRCLE	FI STRINGTOWN RD	DE	14.00												
WOODLAND CIRCLE	FI SMART RD	WOODLAND CIRCLE	12.00												
Subtotals:			365	38	163,481	361,082	9,185	120	13,502	12,134	84	6	7	6	2

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

**A RESOLUTION** awarding a contract on Bid No. PW 04-2020 for the 2020 Pavement Maintenance Project (Phase 4, Magnesium Chloride Application), No. 3241, to Scotwood Industries, Inc., of Overland Park, KS, at an actual cost to the County not to exceed \$72,361.41, and authorizing the Director of Public Works to approve line item adjustments under this contract at no additional cost to the County.

**RESOLUTION NO. 20399**, April 6, 2020

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 04-2020 for the 2020 Pavement Maintenance Project (Phase 4, Magnesium Chloride Application), No. 3241, for use by the Public Works Department; and,

WHEREAS, notifications were distributed through advertisement and online posting and one response was received from the following:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>
Scotwood Industries, Inc. Overland Park, KS	\$ 72,361.41

WHEREAS, the Director of Public Works recommends the award of a contract for the 2020 Pavement Maintenance Project (Phase 4, Magnesium Chloride Application), No. 3241, to Scotwood Industries, Inc., for the reason that it has submitted the lowest and best bid; and,

WHEREAS, in the event that line item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

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

BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities to the extent that there will be no further funding obligation to the County; and,

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

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20399 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

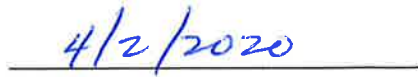
Absent \_\_\_\_\_

\_\_\_\_\_  
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: 004 1506 58040  
ACCOUNT TITLE: Special Road and Bridge Fund  
Road & Bridge Maintenance  
Roads & Highways  
NOT TO EXCEED: \$72,362.00

  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19


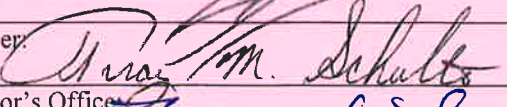
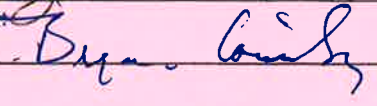
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20399

Sponsor(s): Jalen Anderson

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Awarding 2020 Pavement Maintenance Program Phase 4 – Magnesium Chloride Application Contract, Proj. No. 3241, to Scotwood Industries, Inc. under the terms and conditions of Invitation to Bid No. PW 05-2020</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>\$72,361.41</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>\$72,361.41</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$72,361.41</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>Public Works: 004-1506-58040 (Roads) \$72,361.41</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$72,361.41	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$72,361.41	Amount budgeted for this item * (including transfers):	\$72,361.41	Source of funding (name of fund) and account code number:	Public Works: 004-1506-58040 (Roads) \$72,361.41
Amount authorized by this legislation this fiscal year:	\$72,361.41										
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Total amount authorized after this legislative action:	\$72,361.41										
Amount budgeted for this item * (including transfers):	\$72,361.41										
Source of funding (name of fund) and account code number:	Public Works: 004-1506-58040 (Roads) \$72,361.41										
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A  Prior resolutions and (date): N/A</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Scott Karagiorgas, P.E. (816) 933-8753</p>										
REQUEST SUMMARY	<p>The Department of Public Works requires Pavement Maintenance Services for 2020. Therefore, Public Works prepared plans and specifications, and Bid No. PW 05-2020 to accomplish the work. Advertisement was posted once in the Daily Record and the bidding information was posted on the "Public Purchase" website. Sealed proposals were opened on February 25, 2020 at the offices of Public Works with one bidder responding. A detailed bid tabulation is attached. A summary of the bid is as follows: AS READ</p> <table border="1"> <thead> <tr> <th>BIDDER</th><th>City and State</th><th>BIDS</th></tr> </thead> <tbody> <tr> <td>Scotwood Industries, Inc.</td><td>Overland Park, KS</td><td>\$ 72,361.41</td></tr> </tbody> </table> <p>The Engineers Estimate for the project is \$132,096.74.</p> <p>The Department of Public Works recommends that the contract be awarded to Scotwood Industries, Inc., being the lowest and best bidder.</p> <p>We request that</p> <ol style="list-style-type: none"> <li>1. A Resolution be prepared authorizing the County Executive to execute this construction contract with Scotwood Industries, Inc.</li> <li>2. We further request that the Manager of Finance be authorized to encumber \$72,361.41 to cover the costs.</li> </ol> <p>We request that the Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.</p>	BIDDER	City and State	BIDS	Scotwood Industries, Inc.	Overland Park, KS	\$ 72,361.41				
BIDDER	City and State	BIDS									
Scotwood Industries, Inc.	Overland Park, KS	\$ 72,361.41									
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals    The utilization goals established for this project are 0.0% (MBE), 0.0% (WBE), and 0.0% (VBE). The CUP has been reviewed and approved by the Compliance Review Office.</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>										

ATTACHMENTS	Bid Summary, Bid Tabulation, JC Tax Clearance, Compliance Certificate, Business in Good Standing, Bid Bond Insurance Company, Road List	
REVIEW	Department Director: Brian D. Gaddie, P.E. 	Date: 3.25.20
	Finance (Budget Approval): <i>If applicable</i>	Date: 03/27/2020
	Division Manager: 	Date: 3-30-2020
	County Counselor's Office: 	Date: 4/1/20

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:

This expenditure was included in the Annual Budget.

PC#

Date: March 27, 2020

RES # 20399

Department / Division

### Character/Description

Not to Exceed

**004 Special Road & Bridge Fund**

1506 Road &amp; Bridge Maintenance

58040 Roads &amp; Highways

\$ 72,362

**APPROVED**

**By Mark Lang at 11:32 am, Mar 27, 2020**

Budget Office

\$ 72,362





**Jackson County, Missouri  
Department of Public Works  
Engineering Division**

**2020 PAVEMENT MAINTENANCE PROGRAM  
PHASE 4 MAGNESIUM CHLORIDE APPLICATION  
COUNTY PROJECT NO. 3241    COUNTY BID NO. PW 05-2020**

**UNOFFICIAL BID SUMMARY**

**BID OPENING DATE AND TIME: February 25, 2020    2:05 p.m.**

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Scotwood Industries, Inc.	Overland Park, KS	\$72,361.41	0.00%
Engineers Estimate			\$132,096.74	82.55%

Bid Tabulation for 2020 Pavement Maintenance Program Phase 4  
Magnesium Chloride Application  
Jackson County PN 3241 - Bid No. PW 05-2020  
Department of Public Works - Engineering Division  
Bid Opening Date and Time:  
February 25, 2020 at 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

UNOFFICIAL					Lowest Bidder				
This project is funded and Administered by Jackson County, MO.					Scotwood Industries, Inc. Overland Park, KS				
Item No.	Description	Quantity	Units		Unit Price	Total Price	Unit Price	Engineers Estimate Total Price	Average Unit Price of Bids Received
<b>Roadway Items</b>									
1	Magnesium Chloride Application	127,097	SY		\$0.53	\$67,361.41	\$1.00	\$127,097.00	\$0.53
2	Force Account	1	EA		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Bid for Project =					\$	72,361.41		\$ 132,097.00	
Received BASE Bid Totals 2-19-2019					\$ 72,361.41				
Math or Extension Error Total Amount					\$0.00				
Extension error line (s) (Item No. Above) ??									

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.



**Jackson County, Mo  
Certificate of Compliance**

Issued To:  
Scotwood Industries, Inc.

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

*Tom Wyasch*  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 191120132818V1590



**John R. Ashcroft**  
Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

**Gen. Business - For Profit Details as of 3/20/2020**

[Business Entity Fees & Forms](#)  
[Business Entity FAQ](#)  
[Business Entity Home Page](#)  
[Business Entity Online Filing](#)  
[Business Entity Contact Us](#)  
[UCG Online Filing](#)  
[Secretary of State Home Page](#)

\* Required Field

**File Documents** - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.  
**File Registration Reports** - click FILE REGISTRATION REPORT.  
**Copies or Certificates** - click FILE COPIES/CERTIFICATES.

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SEARCH RESULTS

SEARCH RESULTS

CERTIFICATES

Select filing from the list.

Filing Type Amended Articles Accepting Professional Corp.

FILE ONLINE

General Information	Filings	Address	Contact(s)
Name(s) <b>SCOTWOOD INDUSTRIES, INC.</b>		Address <b>12980 Metcalf Ave. Suite 240 Overland Park, KS 66213</b>	
Type <b>Gen. Business - For Profit</b>		Charter No. <b>F00325904</b>	
Domesticity <b>Foreign</b>		Home State <b>KS</b>	
Registered Agent <b>C T CORPORATION SYSTEM 120 SOUTH CENTRAL AVENUE CLAYTON, MO 63105</b>		Status <b>Good Standing</b>	
Duration <b>Perpetual</b>		Date Formed <b>3/20/1989</b>	
Report Due <b>4/30/2021</b>			

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NE, NV, NJ, NM, NY, OH, OK, PA, SD, UT, WA, WI.

INCORPORATED IN: New York.

### **Travelers Casualty and Surety Company**

(NAIC #19038)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111.

UNDERWRITING LIMITATION b/: \$425,039,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Connecticut.

### **Travelers Casualty and Surety Company of America**

(NAIC #31194)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111.

UNDERWRITING LIMITATION b/: \$211,123,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Connecticut.

### **Travelers Casualty Insurance Company of America**

(NAIC #19046)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111.

UNDERWRITING LIMITATION b/: \$55,265,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Connecticut.

# **2020 Pavement Maintenance Program - Phase 4 Magnesium Chloride Application Quantities**

Prepared By: Scott Karagiorgas

Date: February 11, 2020

Road Name	Beginning Point	Ending Point	Road Classification	Length (feet)	Length (miles)	Width (feet)	Magnesium Chloride Application - Area (SY)	JCPW Work Phase
BROWNING RD	RANSON RD	S SMART RD	Local	11,273	2.14	20	25,803	1
E COUNTY LINE RD	M 7 HWY	KNORPP RD	Local	5,164	0.98	22	13,002	1
E COUNTY LINE RD	KNORPP RD	HAMILTON RD	Local	6,625	1.25	22	16,680	1
E COUNTY LINE RD	HAMILTON RD	S STEWART RD	Local	9,173	1.74	22	23,096	1
S SMART RD	COUNTY LIMITS (CASS)	E OUTER BELT RD	Local	5,304	1.00	20	12,140	1
S BYNUM RD	CITY LIMITS (LONE JACK)	E FAULKENBERRY RD	Collector	5,410	1.02	24	14,859	2
E COLBERN RD EXT	S OUTER BELT RD	S SAM PETERSON RD	Local	2,604	0.49	22	6,556	2
E COLBERN RD EXT	S SAM PETERSON RD	COUNTY LIMITS (LAFAYETTE)	Local	3,858	0.73	22	9,714	2
N O'DONNELL RD	E OLD LEXINGTON RD	SEE ATTACHED DRAWING	Local	2,547	0.48	18	5,247	3
<b>Subtotals:</b>				<b>51,958</b>	<b>9.84</b>	<b>-</b>	<b>127,097</b>	

**Notes:**

- 1.) The Phase 4 road list above is sorted by the JCPW construction phasing and then alphabetically within each phase.
- 2.) The Area (SY) was calculated using the following formula: Length x Width x 1.03. The additional 3% accounts for irregular areas (i.e. intersections, fillets, etc.)

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

**A RESOLUTION** transferring \$255,000.00 within the 2020 Health Fund and awarding a contract for the furnishing of a forensic x-ray system for use by the Medical Examiner's Office to Lodox Systems North America of Painesville, OH, under the terms and conditions of Fulton County Georgia Contract No. 19RFP688927C-BKJ, an existing government contract, at an actual cost to the County in the amount of \$455,000.00.

**RESOLUTION NO. 20400**, April 6, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Medical Examiner's Office needs to replace its aging forensic scanning equipment with a new, full-body, forensic x-ray system; and,

WHEREAS, the new system will significantly improve the quality of diagnostic tools and office operations available to the office; and,

WHEREAS, the Medical Examiner's Office's 2020 budget includes \$280,500.00 designated for the purchase of a refurbished x-ray machine manufactured in 2004; and,

WHEREAS, given the office's anticipated workload, the Medical Examiner recommends the purchase of a new system as more economical in the long run than maintaining the older, refurbished equipment; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of a new, full-body, forensic x-ray system to Lodox Systems North America of Painesville, OH, at

an actual cost to the County in the amount of \$455,000.00, under the terms and conditions of Fulton County, Georgia Contract No. 19RFP688927C-BKJ, an existing government contract; now therefore

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2020 Health Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Medical Examiner			
002-2001	55010- Regular Salaries	\$ 91,000	
002-2001	56790- Other Contractual Services	\$164,000	
002-2001	58170- Other Equipment		\$255,000

and,

BE IT FURTHER RESOLVED that award be made by the Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and

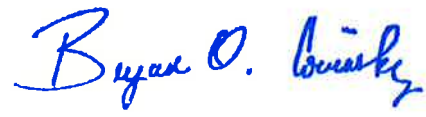
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the contract.



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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20400 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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: 002 2001 55010

ACCOUNT TITLE: Health Fund  
Medical Examiner  
Regular Salaries

NOT TO EXCEED: \$91,000.00

ACCOUNT NUMER: 002 2001 56790

ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Contractual Services

NOT TO EXCEED: \$164,000.00

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: 002 2001 58170  
ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Equipment  
NOT TO EXCEED: \$455,000.00

4/2/2020  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20400

Sponsor(s): Crystal Williams

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p><u>Project/Title:</u> Requesting a transfer of \$255,000 within the Medical Examiner's budget and authorizing the purchase of a Forensic X-Ray System for the Medical Examiner's Office from Lodox Systems North America of Painesville, Ohio under the terms and conditions of Fulton County Georgia's Contract No. 19RFP688927C-BKJ, an existing government contract.</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>\$ 255,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>200,000</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>455,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>455,000</td></tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td></tr> <tr> <td>Transfer From: 002-2001-56790 Health Fund, Medical Examiner, Contractual Service</td><td>164,000</td></tr> <tr> <td>Transfer From: 002-2001-55010 Health Fund, Medical Examiner, Regular Salaries</td><td>91,000</td></tr> <tr> <td>Transfer To: 002-2001-58170 Health Fund, Medical Examiner, Other Equipment</td><td>255,000</td></tr> <tr> <td>Appropriation by Ord. 5322 to 002-2001-58170 Health Fund, Medical Examiner, Other Equipment</td><td>200,000</td></tr> <tr> <td>Total</td><td>\$ 455,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$ 255,000	Amount previously authorized this fiscal year:	200,000	Total amount authorized after this legislative action:	455,000	Amount budgeted for this item * (including transfers):	455,000	Source of funding (name of fund) and account code number:		Transfer From: 002-2001-56790 Health Fund, Medical Examiner, Contractual Service	164,000	Transfer From: 002-2001-55010 Health Fund, Medical Examiner, Regular Salaries	91,000	Transfer To: 002-2001-58170 Health Fund, Medical Examiner, Other Equipment	255,000	Appropriation by Ord. 5322 to 002-2001-58170 Health Fund, Medical Examiner, Other Equipment	200,000	Total	\$ 455,000
Amount authorized by this legislation this fiscal year:	\$ 255,000																				
Amount previously authorized this fiscal year:	200,000																				
Total amount authorized after this legislative action:	455,000																				
Amount budgeted for this item * (including transfers):	455,000																				
Source of funding (name of fund) and account code number:																					
Transfer From: 002-2001-56790 Health Fund, Medical Examiner, Contractual Service	164,000																				
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Transfer To: 002-2001-58170 Health Fund, Medical Examiner, Other Equipment	255,000																				
Appropriation by Ord. 5322 to 002-2001-58170 Health Fund, Medical Examiner, Other Equipment	200,000																				
Total	\$ 455,000																				
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																				
REQUEST SUMMARY	<p>The Medical Examiner's Office would like to replace aging Forensic Scanning Equipment with a new, full body, Forensic X-Ray System. The new system will significantly improve the quality of diagnostic tools available to the Medical Examiner while at the same time improve the operations for the office.</p> <p>The Medical Examiner's 2020 budget included \$280,500 for the purchase of a refurbished X-Ray manufactured in 2004. Given the anticipated workload of the Medical Examiner's Office, the purchase of a new system is more economical than maintaining the older, refurbished equipment.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Medical Examiner and the Director of Finance and Purchasing recommends the purchase of a new, full body, Forensic X-Ray System from Lodox Systems North America of Painesville, Ohio in the amount of \$455,000 under the terms and conditions of Fulton County, Georgia Contract No. 19RFP688927C-BKJ, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the following transfer:</p>																				

	002-2001-56790 Health Fund, Medical Examiner, Contractual Service 002-2001-55010 Health Fund, Medical Examiner, Regular Salaries 002-2001-58170 Health Fund, Medical Examiner, Other Equipment	FROM: \$164,000 \$ 91,000	TO:  \$255,000
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      No goals on this purchase <input type="checkbox"/> VBE Goals		
ATTACHMENTS	Quote from Lodox Systems and the Award Letter from Fulton County, Georgia		
REVIEW	Department Director: <i>Mark Lang</i> Finance (Budget Approval): <i>Quay M. Schutte</i> <i>If applicable</i> Division Manager: <i>Quay M. Schutte</i> County Counselor's Office: <i>Byron O. Conley</i>		Date: <i>03/31/2020</i> Date: Date: <i>3/31/2020</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.

**Fiscal Note:**

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

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

Date: March 31, 2020

RES # 20400

Department / Division	Character/Description	From	To
<b>002 Health Fund</b>			
2001 Medical Examiner	55010 Regular Salaries	\$ (91,000)	\$ -
2001 Medical Examiner	56790 Other Contractual Services	(164,000)	-
2001 Medical Examiner	58170 Other Equipment	-	255,000

**Fiscal Note:**

This expenditure was included in the Annual Budget

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

Department / Division	Character/Description	Not to Exceed
<b>002 Health Fund</b>		
2001 Medical Examiner	58170 Other Equipment	\$ 455,000

**APPROVED**

By Mark Lang at 1:39 pm, Mar 31, 2020

Budget Office

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

**A RESOLUTION** transferring \$105,000.00 within the 2020 General Fund to provide for temporary information technology consulting and operations services.

**RESOLUTION NO. 20401**, April 6, 2020

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the Circuit Court has current vacancies in key information technology positions that have a significant and daily negative impact on the court's operations; and,

WHEREAS, these vacancies have arisen due to loss of staff and the difficulty experienced in hiring replacement staff; and,

WHEREAS, the court has requested a transfer within its budget to allow for the use of specialized temporary information technology consulting services to assist in meeting the court's IT needs until the vacancies can be filled; now therefore

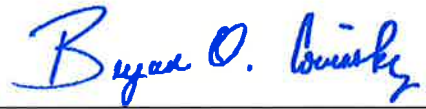
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2020 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Circuit Court 001-3001	55010- Regular Salaries	\$105,000	
001-3001	56790- Other Contractual Services		\$105,000

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20401 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds Sufficient for this transfer are available from the source indicated below:

ACCOUNT NUMBER: 001 3001 55010  
ACCOUNT TITLE: General Fund  
Circuit Court  
Regular Salaries  
NOT TO EXCEED: \$105,000.00

4/12/2020  
Date

  
Chief Administrative Officer



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20401

Sponsor(s): Crystal Williams

Date: April 6, 2020

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: A resolution authorizing the transfer of appropriations within budget to provide information technology consulting. This is a reallocation of budget appropriation within the Court's budget.													
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>\$ 105,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ 233,514.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ 338,514.00</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: 001-3001-55010-999-9999-9999-300 Salaries</td> <td>AMT FROM ACCT \$ 105,000.00</td> </tr> <tr> <td>TO: 001-3001-56790-999-3501-9999-300 Other Contractual 3501</td> <td>AMT TO ACCT \$ 105,000.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:  <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: \$          Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):       </p>		Amount authorized by this legislation this fiscal year:	\$ 105,000.00	Amount previously authorized this fiscal year:	\$ 233,514.00	Total amount authorized after this legislative action:	\$ 338,514.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number; FROM: 001-3001-55010-999-9999-9999-300 Salaries	AMT FROM ACCT \$ 105,000.00	TO: 001-3001-56790-999-3501-9999-300 Other Contractual 3501	AMT TO ACCT \$ 105,000.00
Amount authorized by this legislation this fiscal year:	\$ 105,000.00													
Amount previously authorized this fiscal year:	\$ 233,514.00													
Total amount authorized after this legislative action:	\$ 338,514.00													
Amount budgeted for this item * (including transfers):														
Source of funding (name of fund) and account code number; FROM: 001-3001-55010-999-9999-9999-300 Salaries	AMT FROM ACCT \$ 105,000.00													
TO: 001-3001-56790-999-3501-9999-300 Other Contractual 3501	AMT TO ACCT \$ 105,000.00													
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Cynthia Freeman, Budget & Fiscal Officer, 816-881-3643													
REQUEST SUMMARY	This request will provide for the need for ongoing specialized consulting services required by the Information Technology Department due to loss of staff and the difficulty experienced in hiring replacement staff. This will allow consultants to temporarily fill positions that have a significant and daily impact in the Court's operations that are vacant.													
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)													
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals													
ATTACHMENTS	None													
REVIEW	<table border="1"> <tr> <td>Department Director: <i>[Signature]</i></td> <td>Date: 3/19/2020</td> </tr> <tr> <td>Finance (Budget Approval): If applicable: <i>[Signature]</i></td> <td>Date: <i>[Blank]</i></td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: 4/1/2020</td> </tr> <tr> <td>County Counselor's Office: <i>[Signature]</i></td> <td>Date: 4/1/20</td> </tr> </table> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>APPROVED</b>        By Mark Lang at 1:44 pm, Mar 31, 2020     </div>		Department Director: <i>[Signature]</i>	Date: 3/19/2020	Finance (Budget Approval): If applicable: <i>[Signature]</i>	Date: <i>[Blank]</i>	Division Manager: <i>[Signature]</i>	Date: 4/1/2020	County Counselor's Office: <i>[Signature]</i>	Date: 4/1/20				
Department Director: <i>[Signature]</i>	Date: 3/19/2020													
Finance (Budget Approval): If applicable: <i>[Signature]</i>	Date: <i>[Blank]</i>													
Division Manager: <i>[Signature]</i>	Date: 4/1/2020													
County Counselor's Office: <i>[Signature]</i>	Date: 4/1/20													



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: March 31, 2020

RES # 20401

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
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**001      General Fund**

3001	Circuit Court	55010	Regular Salaries	\$ (105,000)	\$ -
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3001	Circuit Court	56790	Other Contractual Services	-	105,000
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**APPROVED**

*By Mark Lang at 1:47 pm, Mar 31, 2020*

**Budget Office**

\$ (105,000)	\$ 105,000
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**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$220,000.00 within the 2020 County Improvement Fund for necessary ADA related improvements within the Downtown Courthouse and the Albert A. Riederer Criminal Justice Complex.

**RESOLUTION NO. 20402**, April 6, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the Director of Public Works has identified required Americans with Disabilities Act (ADA) related improvements within the Downtown Courthouse and the Albert A. Riederer Criminal Justice Complex; and,

WHEREAS, these improvements are necessary to ensure that accessibility is offered to the public, County associates, and Circuit Court associates; and,

WHEREAS, necessary improvements include upgrades to courtrooms, courtroom support spaces, ingress and egress, and general facility access; and,

WHEREAS, all improvements will be completed by existing County term and supply vendors over an eight-month period to ensure that the Circuit Court incurs the least amount of interruption in its daily operations; and,

WHEREAS, a transfer is now necessary to place the necessary funds in the appropriate spending accounts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2020 County Improvement Fund:


<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental 013-5113	56790- Other Contractual Services	\$220,000	
ADA Improvements- Court 013-1242	58020- Buildings & Improvements		\$220,000



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

APPROVED AS TO FORM:

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

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

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20402 of April 6, 2020, was duly passed on \_\_\_\_\_, 2020 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: 013 1242 58020  
ACCOUNT TITLE: County Improvement Fund  
ADA Improvements- Court  
Buildings & Improvements  
NOT TO EXCEED: \$220,000.00

4/2/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19


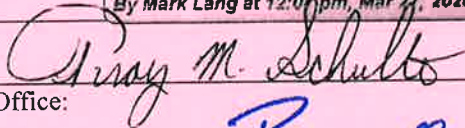
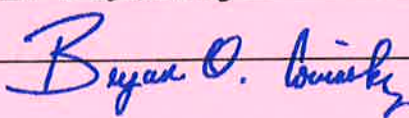
Completed by County Counselor's Office:

Res/Ord No.: 20402

Sponsor(s): Theresa Cass Galvin

Date: April 6, 2020

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution requesting the transfer of funds within the County Improvement Fund for necessary ADA related improvements to 16<sup>th</sup> Circuit Court Divisions within the Downtown Courthouse and the Albert A. Riederer Criminal Justice Complex.</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>\$220,000</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>\$220,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$220,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>From:</td><td></td></tr> <tr> <td>013-5113-56790 - County Improvement Fund – Non-Departmental – Other Contractual Services</td><td>\$220,000</td></tr> <tr> <td>To:</td><td></td></tr> <tr> <td>013-1242-58020 - County Improvement Fund - ADA Improvements-Courts – Building &amp; Improvements</td><td>\$220,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$220,000	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$220,000	Amount budgeted for this item * (including transfers):	\$220,000	Source of funding (name of fund) and account code number:		From:		013-5113-56790 - County Improvement Fund – Non-Departmental – Other Contractual Services	\$220,000	To:		013-1242-58020 - County Improvement Fund - ADA Improvements-Courts – Building & Improvements	\$220,000
Amount authorized by this legislation this fiscal year:	\$220,000																		
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Total amount authorized after this legislative action:	\$220,000																		
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Source of funding (name of fund) and account code number:																			
From:																			
013-5113-56790 - County Improvement Fund – Non-Departmental – Other Contractual Services	\$220,000																		
To:																			
013-1242-58020 - County Improvement Fund - ADA Improvements-Courts – Building & Improvements	\$220,000																		
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Brian Gaddie, PE, Director of Public Works, 816-881-4496</p>																		
REQUEST SUMMARY	<p>Working in collaboration with the 16<sup>th</sup> Circuit Court, the Facilities Management Division of Public Works has identified a number of ADA related improvements that are required within the Downtown Courthouse and the Albert A Riederer Criminal Justice Complex. These improvements are necessary to ensure that accessibility is offered to the public and to Jackson County and Circuit Court associates, alike.</p> <p>The programmed improvements include upgrades to courtroom, courtroom support spaces, ingress and egress and general facility access. All improvements will be completed by Term and Supply Vendors and are scheduled in multiple phases that span approximately 8 months to ensure that the Circuit Court encounters the least amount of interruption to their operations.</p> <p>This request transfers the appropriate funds from the County Improvement Fund – Non-Departmental – Other Contractual Services to the project specific County Improvement Fund – ADA Improvements – Court – Buildings and Improvements. Quotes provided by County Term and Supply vendors have totaled \$199,295. The necessary fund request of \$220,000 includes a 10% +/- contingency to be utilized should unexpected encounters occur.</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)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Term and Supply Cost Matrix	
REVIEW	Department Director: 	Date:
	Finance (Budget Approval): <b>APPROVED</b> <i>If applicable</i> By Mark Lang at 12:07 pm, Mar 27, 2020	Date:
	Division Manager: 	Date: 3/30/2020
	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.
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Account Number:	Account Title:	Amount Not to Exceed:

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

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

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RES # 20402

**APPROVED**  
By Mark Lang at 12:12 pm, Mar 27, 2020

<u>\$ 220,000</u>	<u>\$ 220,000</u>
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## Circuit Court ADA Improvements

Phase	Location	Scope	Duration	Cost
2	DTCH	Modifying Courtroom and Support Space for ADA Accessibility	40 days	\$91,779.60
2a	DTCH	Installing ADA Operators to South Entry - Overhead Door	1 day	\$11,811.00
2a	DTCH	Moving Access Control	3 days	\$10,000
3	ARC	Modifying Courtroom for ADA Access	47 days	\$43,065.75
3a	ARC	Modifying Garage Curbs	3 days	\$7,659.75
3b	ARC	Installing Ramp	5 days	\$25,119.15
4	DTCH	Modifying Courtroom - Court Reporter and Witness Stand	14 days	\$9,859.50

Project Subtotals \$199,294.75  
 10% +/- Project Contingency \$20,705.25  
**Project Total \$220,000.00**