



CITY COUNCIL REGULAR MEETING

July 15, 2024

6:00 PM, Council Chambers - 111 E. Maple Ave.

To view a Council meeting agenda, visit <https://independencemo.portal.civicclerk.com/> and select 'Most Recent Council Agenda'.

INVOCATION

1. Sergio Quintero will give the Invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PROCLAMATIONS

1. A Proclamation recognizing the 40th Anniversary of the Harry S. Truman Chapter of the Sons of the American Revolution

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to expend \$106,159.44 in purchase orders for fiscal year 2024-2025 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system.
2. Council action is requested to issue a purchase order to Olathe Ford in the amount of \$60,864.00 for a 4X4 Ford F-550 Chassis for the Water Construction Division of the Municipal Department.
3. Council action is requested to award a purchase order to Power Engineers, Inc. in the

amount of \$132,296.00 to cover Augmented Engineering Services for the Power & Light Department.

4. Council action is requested to expend \$710,232.00 in purchase orders for fiscal year 2024-2025 to ConvergeOne for the renewal of Microsoft Office Licensing.
5. Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Burns & McDonnell, in the amount of \$844,876, authorizing future minor change orders not to exceed \$84,487.60, for engineering and design services as part of the Truman Connected Phase II Project (No. 112401).
6. Council action is requested to issue purchase orders to Design Mechanical for an amount not to exceed \$338,650 for HVAC maintenance services, repairs and replacements.
7. Council action is requested to issue a purchase order to TMS Inc. for an amount not to exceed \$53,762.00 for Filter Surface Wash System Piping Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.
8. Council action is recommended to enter a contract with Cigna for Post-65 Medical Insurance Coverage, for one year with four, one-year renewal options.
9. Council action is requested to authorize a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of July 1, 2024 through December 31, 2024, in the amount of \$492,299.00, and authorizing future minor change orders not to exceed \$49,229.00.

Resolutions

1. 24-739 A Resolution establishing standards for the recruitment and selection of board members, amending Resolution 6975
2. 24-740 A Resolution nominating Successor Directors to the Arrowhead CID
3. 24-741 A Resolution appointing Councilmembers to certain Boards and Commissions as Councilmember Liaisons

REGULAR AGENDA

Public Hearing(s)

Ordinances

1. 24-049 **2R** An ordinance authorizing acceptance of a grant in the amount of \$1,021,000.00 from the Missouri Department of Transportation for reimbursement

for DRE Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2024, to September 30, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **2R**

2. 24-050 **2R** An ordinance authorizing acceptance of a grant in the amount of \$485,250.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference Fees and Overtime Program for Hazardous Moving Violations Enforcement from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **2R**
3. 24-051 **2R** An ordinance finding, determining, and declaring the necessity of acquiring right of way and temporary construction easements for the Truman Connected Phase 1 Project (Project No. 112102); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**
4. 24-052 **2R** An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **2R**
5. 24-053 **2R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2023 Byrne Justice Assistance Grant (JAG) program, through a Memorandum of Understanding with Jackson County, Missouri, which allocates \$62,360.00 to the City of Independence, Missouri, for the Police Department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **2R**
6. 24-054 **2R** An ordinance authorizing acceptance of a grant in the amount of \$76,250.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **2R**
7. 24-055 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 24 HWY

Improvement Steel Pole Installation Project (Project No. 500000835); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**

8. 24-056 **2R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase II Project (City Project No. 112102 / Federal Project No. CMAQ-3379(441) & CRP 3379 (446)). **2R**
9. 24-057 **2R** An ordinance authorizing the execution of a change order to the construction contract (C#500000804) and design contract (PO#24000282) for the Truman Depot and Pacific Trail Project (No. 511702) and making necessary appropriations. **2R**
10. 24-058 **2R** An ordinance finding, determining, and declaring the necessity of acquiring right-of-way, general utility easements, and temporary construction easements for the Truman Depot Renovations and Pacific Ave Trail Project (Project No. 511702); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**
11. 24-059 **2R** An ordinance vacating an existing right-of-way of all that part of the southeast 1/4 of Section 3 Township 49 North Range 32 West located in Independence, Jackson County, Missouri. **2R**
12. 24-060 **2R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **2R**
13. 24-061 **2R** An ordinance amending Article 6 of Chapter 8 of the City Code changing the procurement policy to align with Revised Statutes of Missouri (RSMo Chapter 34) **2R**
14. 24-062 **2R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by reducing the Museum Fundraising account in the Tourism Fund by \$150,000. **2R**
15. 24-063 **2R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by increasing the Communications Department account in the General Fund by \$130,000. **2R**

First Reading(s)

1. 24-064 **1R** An ordinance approving a rezoning from district C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) and a preliminary development plan for the properties located at 300 and 315 W. Maple Avenue. **1R**
2. 24-065 **1R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements for the E. Heidelberger Rd. Bridge Replacement Project (Project No. 112203); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **1R**

INFORMATION ONLY

1. Boards/Commissions Report
2. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$106,159.44 in purchase orders for fiscal year 2024-2025 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system.

Recommendations:

Council action to issue a purchase order to AVI-SPL in the amount of \$106,159.44.

Background:

This purchase will continue licensing and vendor support for the Utilities Customer Service call center telephone system for one year. This system provides City staff with contact center tools that are used to provide support to utility customers.

The contract that this will be purchased off of is TIPS contract - TIPS 200904. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$106,159.44. Funding for Five9 call center software is included in the FY24-25 proposed budget, page number 159, account number 0954221-5225, Internal Service Fund-Voice and Data Systems.

Council Action:

Department / Contact	Technology Services /
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REVIEWERS

Jason Newkirk
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. AVI-SPL Invoice

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Olathe Ford in the amount of \$60,864.00 for a 4X4 Ford F-550 Chassis for the Water Construction Division of the Municipal Department.

Recommendations:

Council approval to issue the purchase order.

Background:

The Water Construction Division of Municipal Services requires an F550 chassis for a service body that will be ordered from Kranz. This unit is needed to replace asset 4157 which is a 2013 service body. This will be used daily and is a larger chassis that can safely pull trailers the department now pulls with newer and heavier equipment and accessories.

This purchase is using the Missouri-Kansas Purchasing Association contract administered by Clay County. Per section 8.06.004, Paragraph 4 of the City Code, competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will be established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$60,864. Funding for the F-550 Chassis is included in the fiscal year 2023-2024 adopted budget, page 263, account number (0404840-5404) Water - Transmission & Distribution Equipment.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds

Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ford F-550 Chassis Quote from Olathe Ford

ADMINISTRED BY CLAY COUNTY
MID AMERICA REGIONAL COUNCIL
2023/2024 MY BID



F5H F550 4X4 CHAS/C :
145" WHEELBASE
Z1 OXFORD WHITE
A VNYL 40/20/40
S MED DARK SLATE
660A PREF EQUIP PKG
.XL TRIM
572 .AIR CONDITIONER
.AMFM/MP3/CLK
99N .7.3L DEV V8 ENG
44G 10-SPD AUTOMATC
TGK 225 MAX TRAC
X8L 4.88 LTD SLIP
18B PLAT RUNNING BD
19000# GVWR PKG

425 50 STATE EMISS
512 SPARE TIRE/WHL2
52S INTR WORK SURF
61J JACK
65Z AFT AXLE TANK
68U PAYLOAD UPGRADE
76C EX BACKUP ALARM
872 RR CAM & PREP K

Metro Bid Item # 4

Base price of F250	\$53,205
4x4 option	4529
225/70R19.5 max tires	215
limited slip	395
interior work surface	140
RUNNING BOARDS	320
120V/400W OUTLET	175
payload package	815
WORK SURFACE	140
xl chrome package	225
410 ALTERNATOR	115
BACK UP ALARM	175
rear camera kit	415
Total	\$60,864

DATE QUOTE PREPARED 6/19/2024
Quote Prepared for CITY OF Independence

Olathe Ford Commercial Vehicle Center

Our Mission

*To deliver an outstanding sales, service
and financing experience for our
commercial customers*

Pricing includes 5 days terms

Additional term available at \$10 per day.

Debi Jones, Commercial Sales
Direct 913-815-2224 Cell 913-238-0252

OLATHE FORD COMMERCIAL SALES 305 S. FIR, OLATHE, KANSAS 66061 913-312-0079
COMMERCIAL VEHICLES

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to award a purchase order to Power Engineers, Inc. in the amount of \$132,296.00 to cover Augmented Engineering Services for the Power & Light Department.

Recommendations:

IPL staff recommends issuing a contract to Power Engineers, Inc. for these services.

Background:

Independence Power & Light (IPL) has engaged Power Engineers, Inc. for engineering services annually for over 6 years. The contract proposal calls for a not-to-exceed amount of \$132,296.00.

IPL has requested this proposal from Power Engineers, Inc. to provide staff augmentation support for project management, transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, and construction observation support for IPL projects. Additionally, Power Engineers, Inc. has included options in this proposal for substation design support, as needed.

The contract and purchase order with Power Engineers, Inc. is for miscellaneous engineering and operational support to subsidize IPL vacant positions. Projects have been increasing and there is a need for detailed engineering for electrical service, including high-profile and high-reliability customers. Power Engineers, Inc. has the skill set and the experience to assist IPL in both regular and highly specialized areas. Power Engineers, Inc. proposed staff are local and can quickly and efficiently respond to IPL requests.

Power Engineers, Inc. is an approved Architectural and Engineering vendor of the City. The contract has been reviewed, modified, and approved by the City's legal team. Power Engineers, Inc. have been supplying services to IPL for several years. They have the skill sets, software, and systems in place to provide the required support efficiently and economically. IPL System Operations and Transmission & Distribution divisions concur with the use of Power Engineers, Inc. for these services.

The requested services are to be performed and included in fiscal year 2025. Approval of this item authorizes the Purchasing Manager to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$132,296.00. Funding for the Augmented Engineering Support is included in the fiscal year 2024-25 proposed budget, page 257, account number 0206160-5226, Engineering – Professional Services, IPL Fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Independence Power and Light - FY 2025 Staff Augmentation Proposal - 5.8.24
2. POWER Engineers IPL Power Secondary Agreement 5.8.24 Signed by Power 5.13.24
3. Power Engineers Inc. Augmented Engineering Support Services 2025 LSF Wet Signed by Director \$132296



Independence Power & Light

City of Independence - MO
Staff Augmentation

Eric Schultz

VICE PRESIDENT, PROJECT MANAGEMENT

(913) 304 7902

eric.schultz@powereng.com

Why POWER?

By partnering with POWER, The City of Independence Power & Light will benefit from the following:

- » **A responsive, local team.** Located less than 40 minutes away from IPL's office, our proposed team is based out of Overland Park, Kansas and can quickly respond to your requests.
- » **Comprehensive Power Delivery Support Staff.** Our Overland Park office houses various disciplines of expertise including transmission, distribution, substation, and studies.
- » **Client-focused staff.** Our team will listen to the needs of IPL and develop a sound engineering design to suit your specific concerns.
- » **Familiarity with your system.** Our experience with your system will allow an efficient start to the project, with minimal ramp-up time, with a retired IPL distribution employee assigned to the project.



A. Table of Contents

B. Cover Letter and Introduction

C. Qualifications

D. Project Descriptions

E. Scope of Services and Fee

Appendices

1. Staff Resumes
2. 2024 Schedule of Charges



16041 FOSTER OVERLAND PARK, KS 66085 | 913-681-2881
WWW.POWERENG.COM

May 8, 2024

Mitch Krysa
Power Engineering Manager
Independence Power & Light
17221 East 23rd St.
Independence, MO 64057

Subject: Independence Power & Light – Staff Augmentation Proposal for FY 2025 – Revised

Dear Mitch:

POWER Engineers (POWER) appreciates the opportunity to submit this proposal in response to Independence Power & Light's request to provide continued staff augmentation support into the City's Fiscal Year 2025. The proposed scope and budget are intended to provide a continuation of our services from the first half of 2024, commence on July 1, 2024, and provide budget coverage for services through the end of calendar year 2024, with the option to extend via change order into the first half of 2025. Our qualifications, scope of work, proposed team, and budget are described in this document. The contract for professional services between IPL and POWER, as executed by the City on January 5, 2024, can be amended and re-executed for use with this scope of work during the new performance period. This proposal is valid for 90 days.

Please note for this revised proposal, we have addressed the minor comments that were provided in response to the May 3rd revision of the proposal. The 2024 rate sheet (unchanged from the one currently being utilized) is included in Appendix 2. The budget table in Section E, Scope of Service and Fee, has been revised to clarify the budget. The narrative in Section E has also been revised to discuss the engagement of Scott Sibson in the project and how that is to be handled if he is unable to be on site every week of the engagement.

Thank you again for the opportunity to provide our services. If you have any comments or questions, please contact me at eric.schultz@powereng.com or at 913-304-7902. We look forward to working with your team.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric C. Schultz", written over a light blue horizontal line.

Eric C. Schultz, P.E., PMP
Vice President, Project Management



INTRODUCTION

The City of Independence Power & Light (IPL) has requested a proposal from POWER to augment its power delivery engineering staff and assist with various projects, municipal utility functions, and IPL's day-to-day efforts. With numerous staff roles currently vacant combined with an accumulating workload, IPL has identified the need to bolster its staff resources through seconded employees provided by POWER. The goals of the agreement are to fill staffing gaps in IPL's engineering department, offload responsibilities from overburdened roles, and provide IPL with professionals that have the flexibility to help where needed.

Independence Power & Light's current needs were communicated in the meeting held at the Independence Utilities Center Office on August 24, 2023. These needs include engineering and design support for distribution permit applications, lighting designs, underground distribution subdivision design, transmission and substation engineering, project management, and NERC audit support. POWER's approach to meeting these needs is to provide roles with specific areas of expertise that can jointly address IPL's current staffing and workload concerns.

POWER's proposal includes two (2) distinct areas of support in response to the concerns outlined during the meeting with IPL in August, and subsequent conversations. This includes a distribution senior consultant and substation engineer. The *Scope of Services* section in this proposal provides an overview of how these roles are intended to be utilized. POWER understands that although general areas of work are anticipated for the agreement, the day-to-day work assignments will differ based on the needs at the time. It is POWER's intent to be flexible with assignments by allowing IPL to direct seconded employees within the general scope of the agreement as they see fit.

Finally, POWER recognizes the need to provide project management and oversight regarding this agreement to achieve the best performance of the services above. POWER is including project management support for the duration of the project in order to coordinate the project efforts and needs, set project expectations and goals, and provide IPL with a clear and direct line of communication.

C. Qualifications



About POWER

Founded in 1976, POWER Engineers is a progressive consulting engineering firm specializing in energy, facilities, communications, and environmental services. As a nationally ranked consulting and engineering firm, POWER is committed to being our clients’ first choice. As an employee-owned, multidiscipline consulting engineering firm, POWER employs a variety of skilled and experienced personnel capable of search out solid solutions for every challenge.

POWER in Kansas

POWER has 25 active clients in the Kansas City metro area, and 209 employees based in our Overland Park office.

Engineering Services

POWER has successfully completed thousands of transmission, distribution, and substation projects, including new designs, modifications, additions, and upgrades. We regularly perform the services listed below.

DESIGN • Overhead & Underground Distribution • Reconductor, Relocations, Joint Use • Overhead Transmission Line • Greenfield Substation • Substation modifications, additions, and upgrades • Material Specification and Selection • Construction Work Plans • PLS-CADD, PoleForman, AutoCAD Utility Design (AUD)	SUPPORT • Owner’s engineering services • Cost estimating • Geotechnical evaluations • Surveying • Siting and Routing Selection • Work Order Inspection • Standards Development • Asset Management Systems • Coordination of multi-station area improvements • Asset Management and GIS • Budget Tracking • Cost Forecasting • Schedule Progress • Material Management
INSTALLATION • Material procurement • Construction Inspection • Project Management & Oversight • Engineering Field Support	

Relevant Projects

Some of our recent design projects are described on the following pages. More project experience is detailed in the resumes of proposed team members.

Project Descriptions

Baxter Springs Greenfield Substation and Distribution Project

Client: Liberty Utilities

Location: Missouri

Liberty Utilities needed to build a new station to help reinforce transmission and distribution system reliability and to withstand extreme weather events such as tornadoes. As a result, they enlisted POWER to help with the Baxter Springs Substation and Distribution project which included a new 161/12 kV greenfield substation, a 161 kV transmission tie-in to the new substation, and a 12 kV distribution build-out from the new substation. As Prime, POWER performed the complete engineering, procurement and construction (EPC) scope, plus managed six subcontractors for a successful outcome.

POWER Services

- » Engineering project management
- » Permitting support activities
- » Physical, structural, electrical engineering and design
- » Equipment technical specifications development
- » Equipment compliance reviews
- » Control house layout and design
- » SCADA
- » Testing and commissioning support
- » Construction management in the field

Accomplishments

- » Resiliency for the future. Working synergistically, POWER helped Liberty Utilities effectively add resiliency to the system by providing a new replacement power source to the area with upgraded distribution capacity and ability to withstand weather events.
- » Acute attention to a timely schedule. POWER accurately forecasted and managed timely delivery of major materials to the project site so they could be installed in a logical sequence with the overall construction activities.
- » Focus on quality. POWER followed specific quality assurance guidelines and confirmed that materials purchased complied with Liberty Utility specifications and standards.

4-kV to 12-kV System Upgrade

Client: City of Ottawa

Location: Ottawa, Kansas

This project included collecting field data of existing structures as existing information of attachments and pole locations was unavailable. POWER mapped out the existing system and planned conversion from 4-kV distribution to 12-kV in a downtown back alley. The existing infrastructure needed to stay in service during construction with minimal outages to the businesses that the circuit served. The project also eliminated some old platform transformer banks that were rotted and dangerous to access. POWER's engineering design responsibilities included the following:

- » Maps
- » Plan Drawings
- » Annotated Pictures Showing Transfer of Services
- » Bill of Materials

Grid Modernization Program

Client: Oklahoma Gas & Electric

Location: Oklahoma

Oklahoma Gas & Electric Company (OG&E) wanted to modernize their distribution grid to increase system reliability and resiliency. They partnered with POWER to assess their distribution circuits, propose improvements, deliver construction packages, provide construction support, and incorporate any field changes to improve structural and functional integrity of circuits in eastern Oklahoma and western Arkansas. The project featured:

- » Over 30,000 distribution poles with 1,800 poles replacements
- » Over 150 transformers and designed replacements for over 100 overloaded transformers
- » Design/construction packages for 26 circuits including 600 trip savers, 150 lightning arrestors, 250 fuses, 50 capacitor banks and 8 regulators

Circuit 15 Distribution Line

Client: City of Ottawa

Location: Kansas

The City of Ottawa hired POWER to design a new overhead distribution circuit to a new industrial park. The line was approximately 2.5 miles in length and crossed a major highway. Part of the line was double circuit.

South System Distribution Study

Client: City of Ottawa

Location: Ottawa, Kansas

POWER created a model of the City's distribution system south of the river using SynerGEE Electric simulation software. Each feeder was mapped out and modeled with both pole and pad mounted transformers located in their corresponding locations for each feeder. POWER then performed a load flow analysis as well as a projected growth analysis to determine areas of the distribution system that may have had any deficiencies. POWER's engineering design responsibilities included the following:

- » Complete Model of All Distribution Feeders
- » Load Flow Analysis
- » System Growth Projections
- » Determine Possible Capacitor Locations
- » Determine Low or High Voltage Points in the System
- » Identify Potentially Overloaded Circuits

E. Scope of Services

PROJECT UNDERSTANDING

Independence Power & Light (IPL) has requested this proposal from POWER to provide staff augmentation support for transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, substation design support and construction observation support for IPL projects.

WHAT YOU GAIN WITH OUR WORK PLAN

Our work plan does the following:

- » Defines the scope of work so you know exactly what we intend to do.
- » Lists the deliverables that you will receive.
- » Identifies your key project concerns and our proposed solutions.
- » Becomes the foundation for project scheduling and budgeting throughout the project life.

WORK BREAKDOWN SUMMARY

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0. PROJECT MANAGEMENT

0.1 Project Management Administration

Supervise and coordinate project participants to complete all tasks and activities directed by IPL. Monthly reporting is expected to be completed to communicate updates on the project, contract progress and invoicing, and issues and concerns.

0.2 Project Meetings

Attend project meetings with the IPL team once a month to facilitate coordination, establish focus areas and project needs, and gather feedback on the project to date. Project meetings are anticipated to be held via Teams unless requested otherwise.

1. STAFF AUGMENTATION (SECONDED EMPLOYEES)

Provide the anticipated roles included based on Independence Power & Light's requested support activities (see Support Services section). These roles will report directly to IPL supervision for work assignment and are intended to support specific types of work as described in this section.

1.1 Onsite Distribution Senior Consultant

Provide technical support for permit application resolution through field reviews, design guidance, and constructability. This role will also provide experienced mentorship and support for distribution designers to expedite familiarity with IPL standards and processes, as well as provide field support for a steel pole installation project. In addition to the design role, this role is also responsible for attending regular IPL morning meetings and relaying IPL needs back to POWER, engaging other staff augmentation roles as required. The Onsite Distribution Senior Consultant is planned to work from IPL's office up to two days per week for the duration of the engagement as distribution design support.

1.2 Onsite Substation Engineer

Focused on augmenting engineering and design efforts for IPL's substation projects, the Substation Engineer is intended to support up to one day per week for existing substation upgrade or maintenance work for the duration of the agreement.

2. SUPPORT SERVICES

2.1 Distribution Permit Application Review and Design

Review submitted permit applications for electric distribution service and schedule a site visit to collect all field measurements and photographs needed for design route options. After the site visit, generate a distribution construction print along with a bill of materials using IPL's design and material ordering software and quality procedures. This task can be completed by onsite staff support.

2.2 Lighting Design

Perform lighting design calculations for new lighting or upgraded lighting projects. Prepare a construction print to install the necessary equipment including preparing

bill of materials using IPL's design and material ordering software and quality procedures. This task can be completed by onsite staff support.

2.3 Distribution Underground Subdivision Design

Perform a site visit to collect all field measurements and photographs needed for design route options. After the site visit, generate a distribution construction print and bill of materials using IPL's design and material ordering software and quality procedures. Ensure the appropriate redundancies are included to loop-feed the system and verify cable lengths and pulling tensions for construction feasibility. This task can be completed by onsite staff support.

2.4 Road Relocation Project Oversight

Under IPL's direction, oversee on-site construction project supervision. Document and address any concerns presented in the field and ensure they are remedied.

2.5 Substation Engineering

Site visit, if necessary, to collect all field measurements and photographs needed for design route options and a proposed location review with IPL staff. Prepare substation design packages for enabling arc flash settings at several substations. Provide substation design support by onsite support staff.

DELIVERABLES

- » Monthly Financial Progress Reports
- » Distribution Construction Packages
- » Lighting Construction Packages
- » Other Deliverables as Directed

CLARIFICATIONS

- » This proposal is based on the assumption that the provided agreement will be accepted by IPL. Any changes to the proposed agreement may impact the pricing contained in the proposal.
- » The duration of the agreement is assumed to be 26 weeks, starting on 7/1/2024 and ending on 12/31/2024, with the option to extend the agreement to 6/30/2025.
- » Unless otherwise directed by IPL, the Distribution Senior Consultant and Substation Engineer role will start immediately after execution of the contract.
- » Unplanned site visits can be accommodated with 48 hours' notice prior to date needed to be onsite.
- » When working onsite, Seconded Employees will report to IPL's IUC Office – located at 17221 E. 223rd St South - Independence, MO 64051. Seconded Employees will communicate any deviation from on-site expectations with IPL Power Engineering Manager.
- » Seconded Employees will be furnished with IPL equipment (i.e. laptop). All relevant work shall be performed on IPL's equipment.

- » Power will coordinate with other IPL departments as required to facilitate successful project execution. These departments may include Permitting, Real Estate, Substation Engineering, System Protection Engineering, Planning, Project Management, and other departments as needed.
- » Monthly one-hour status meetings are included for the duration of the project (7/1/2024 - 12/31/2024) to provide feedback on the workload anticipated, financial reporting updates, and other administrative matters pertaining to the Agreement. Up to two (2) POWER employees are included.
- » POWER can perform other engineering and design services, as requested. This work shall be coordinated with POWER's project manager. If it is determined that the work can be accomplished by POWER, but will not fit under the current resource allocation, POWER will provide a change order or proposal for the items outside of this scope, and those amended costs will be governed by our rate schedule, as included in this proposal.

3. PROJECT TEAM

POWER has developed a team tailored to meet IPL's project goals. These team members have been chosen because they have familiarity with similar projects, and their cumulative experience will provide invaluable insight throughout the life of the project.

Detailed resumes for each of POWER's team members are included.

Team Member	Role	Augmentation Scope	Contact Information
Eric C. Schultz, P.E., PMP	Project Manager	Monthly reporting/invoicing, project meetings, project execution oversight	eric.schultz@powereng.com
Bob Henson	Distribution Senior Consultant	Office Support of Distribution Design, Permit Application Resolution, Field reviews	bob.henson@powereng.com
Scott Sibson, P.E.	Sr. Project Engineer	Office Support for Substation Design	scott.sibson@powereng.com

4. PROPOSED SCHEDULE

POWER Engineers proposes to start onsite support on July 1, 2024 and continue support through the remainder of the calendar year ending on December 31, 2024. Please note, we anticipate that Bob Henson will be on site two days per week each week. Scott Sibson may have some weeks where he is unable to be on site, but will accommodate those weeks by being on site extra days during other weeks as necessary to achieve a net average level of engagement and billing of one day per week throughout the 6-month term of service.

Staff Aug. Role	Start Date	Onsite Support	Office Support	Finish Date
Distribution Senior Consultant	7/1/2024	2 days/week	0 days/week	12/31/2024
Substation Engineer	7/1/2024	1 day/week	0 days/week	12/31/2024

**Substation Engineer role can work from IPL office or remotely.

5. PROPOSED BUDGET

POWER developed the proposed budget based on our understanding of this project's scope of work and our experience with similar projects. The table summarizes the budget for services to be provided on a T&E NTE basis for \$132,296.

This proposal is based on the terms and conditions between POWER and the City of Independence Power and Light as executed on January 5, 2024. It is our understanding that these terms and conditions will be included in a new contract issued for this project.

Our rate schedule is included in this proposal in Appendix 2.

Budget Summary by Task

	Task Description	Hours	Labor \$	Exp \$	Total \$
0	Project Management				
0.01	Project Management Administration	16	\$3,408	\$0	\$3,408
0.02	Client Meetings	16	\$3,464	\$0	\$3,464
1	Staff Augmentation				
1.01	Distribution Designer (Onsite)	416	\$83,616	\$0	\$83,616
1.02	Substation Engineer (Onsite)	208	\$41,808	\$0	\$41,808
	Project Total	656	\$132,296	\$0	\$132,296

Appendix 1 – Staff Resumes

Bob Henson

Senior Distribution Consultant

62 YEARS OF EXPERIENCE

SPECIAL TRAINING

- » IEEE Distribution Design
- » General Electric Lighting Design
- » System Protection Training, American Public Power Association (APPA)
- » Underground Distribution Design, American Public Power Association (APPA)

EXPERIENCE SUMMARY

Mr. Henson has served as a lineman, distribution designer, and project manager. His experience includes design for new overhead distribution feeders, new underground distribution feeders, and overhead-to-underground conversions on numerous projects ranging from 600 . He has also provided design support for voltage conversions from 4 kV to 13 kV.

Mr. Henson was the project manager for projects involving design, procurement, and construction management. He provided direct supervision of construction crews and long range distribution planning. This included budgeting, easement acquisition, and public meetings for system expansion in residential, commercial and industrial sites.

City of Independence Power & Light

MISSOURI

District Planner for the design of new 600A underground feeder circuits for an 5.000 seat event center and shopping area, a multi-story office building, and an all-electric shopping center.

District Planner for the design of multiple projects for installation and conversion to underground of distribution circuits for residential services areas of the city.

Liberty Utilities, Baxter Springs Greenfield Substation and Distribution Project

MISSOURI

Distribution Designer and On-site Distribution Construction Supervisor responsible for distribution design and on-site construction support. The Baxter Springs Greenfield Substation and Distribution project included a new 161/12 kV greenfield substation, a 161 kV transmission tie-in to the new substation, and a 12 kV distribution build-out from the new substation. As Prime, POWER performed the complete engineering, procurement and construction (EPC) scope, plus managed six subcontractors for a successful outcome.

City of Ottawa, 4 kV to 13 kV Line Conversion

KANSAS

Distribution Designer assisting with the design to upgrade and convert the 4 kV distribution system to 13 kV. Provided quality control and scheduling for the project.

Scott Sibson, P.E.

Senior Substation Engineer

23 YEARS OF EXPERIENCE

EDUCATION

- » B.S., Electrical Engineering, South Dakota State University

LICENSING

- » P.E., Electrical: Kansas
- » P.E., Electrical: Oklahoma
- » P.E., Electrical: Missouri
- » P.E., Electrical: Arkansas

AREAS OF EXPERTISE

- » Design of protective relaying and control systems
- » Design of distribution and transmission substations
- » Project coordination and management
- » Construction management

EXPERIENCE SUMMARY

Mr. Sibson's duties include overseeing the overall design of various switchyard and substation design projects and providing expertise and assistance in all aspects of switchyard design and procurement. He has served as design engineer and lead project engineer for multiple projects ranging in voltage levels from 34.5 kV to 345 kV. Mr. Sibson has been responsible for the coordination of personnel and has several years of experience as an electrical engineer in the design and management of substation projects. These projects were completed for major electric utilities in the United States including Duke Energy Business Services, LLC and Conectiv. He also supervised the design of the interconnect substation and collector system of a wind power project for Iberdrola Renewables, USA. He has experience performing both physical, control and protection design, and supervising the testing and commissioning of substations. His past projects include breaker and transformer replacements, line relaying upgrades, substation expansions, and new substations.

Liberty Utilities, Neosho 69/4 kV Substation Upgrade No. 314 MISSOURI

Project Engineer for this substation engineering, procurement and construction upgrade project. It included an addition to an existing substation which serves Praxair Inc., a leading industrial gas company in North and South America. This job was designed to add a new 69 kV ring bus within a box structure which included three 69 kV breakers, a control enclosure, 69/4 kV transformer and a 4 kV box structure. Responsible for protection and control design and QA/QC, relay panel point to point wiring, major equipment specification, material procurement assistance, and physical design on the upgrade project.

Liberty Utilities, Baxter Springs Greenfield Substation and Distribution Project MISSOURI

Project Engineer responsible for overall technical design and management support. The Baxter Springs Greenfield Substation and Distribution project included a new 161/12 kV greenfield substation, a 161 kV transmission tie-in to the new substation, and a 12 kV distribution build-out from the new substation. As Prime, POWER performed the complete engineering, procurement and construction (EPC) scope, plus managed six subcontractors for a successful outcome. The complete engineering package included design and construction packages for the civil/structural, below grade electrical, above grade electrical,

Scott Sibson, P.E.

Senior Substation Engineer

and required protection and control work associated with the new Baxter Springs substation, transmission, and distribution.

Independence Power & Light, Eckles Road Substation

MISSOURI

Project Manager for the replacement of four 161 kV circuit breakers and cable trench. All of the protective relaying was replaced for the four position ring bus.

Independence Power & Light, Substation B Rebuild

MISSOURI

Project Manager for the demolition of the 69 kV existing substation and installation of five 69 kV circuit breakers and three 69 kV transmission line terminals.

Independence Power & Light, Substation F Rebuild

MISSOURI

Project Manager for the demolition of the 69 kV existing substation and installation of three 69 kV circuit breakers, new 13.8 kV switchgear enclosure, and the refurbishing of two existing 69/13.8 kV, 14 MVA transformers.

Independence Power & Light, Substations C & K Capacitor Bank Additions

MISSOURI

Project Manager for the installation of one 10-MVAR capacitor bank and one 20-MVAR capacitor bank and two 69 kV synchronous circuit breakers.

Independence Power & Light, Substations A & M and Transmission Line

MISSOURI

Lead Project Engineer supervising the physical, control, and protection design for a 161 kV four position ring bus (future breaker-and-a-half) expansion and a 161 kV three position ring bus expansion.

Kansas City Power & Light Company, Eastowne Substation EPC

MISSOURI

Lead Project Engineer supervising the physical, control, and protection design, including the equipment procurement and construction for a 345 kV four position ring bus and completing a 161 kV nine position ring bus.

Appendix 2 – 2024 Rate Sheet

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – 2024
INDEPENDENCE POWER AND LIGHT**

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

GRADE PERSONNEL CLASSIFICATION

13	President	\$244.00/hr.
	Executive Vice President	
	Senior Project Manager IV	
12	Project Manager Director	\$244.00/hr.
	Senior Project Manager III	
11	Senior Project Manager II	\$232.00/hr.
	Senior Program Manager II	
10	Senior Project Manager I	\$232.00/hr.
	Senior Program Manager I	
	Senior Project Engineer III	
	Strategic Consultant III	
9	Project Manager III	\$222.00/hr.
	Project Lead IV	
	Construction Manager III	
	Senior Project Engineer II	
	Strategic Consultant II	
	Senior Consultant III	
8	Project Manager II	\$201.00/hr.
	Project Lead III	
	Strategic Consultant I	
	Senior Consultant II	
	Project Engineer III	
	Construction Manager II	
	Senior Project Engineer I	
	Engineer V	
7	Project Manager I	\$184.00/hr.
	Project Lead II	
	Construction Manager I	
	Environmental Specialist IV	
	Project Engineer II	
	Engineer IV	
	Designer V	
	Project Administrator III	
	Senior Consultant I	
	Consultant III	
6	Project Lead I	\$168.00/hr.
	Project Engineer I	
	Engineer III	
	Designer IV	
	Environmental Specialist III	
	Procurement Specialist III	
	Scheduling Specialist III	
	Project Administrator II	
	Consultant II	
5	Engineer II	\$156.00/hr.
	Designer III	
	Technician IV	
	Environmental Specialist II	
	Procurement Specialist II	
	Scheduling Specialist II	
	Project Administrator I	
	Consultant I	
4	Engineer I	\$124.00/hr.
	Designer II	
	Technician III	
	Environmental Specialist I	
	Procurement Specialist I	
	Field Representative IV	
	Scheduling Specialist I	
	Project Managers Assistant III	
3	Designer I	\$108.00/hr.
	Drafter III	
	Technician II	
	Administrative Assistant I	
	Field Representative III	
	Staff Assistant II	
	Project Managers Assistant II	
2	Drafter II	\$86.00/hr.
	Staff Assistant	
	Field Representative II	
	Project Managers Assistant I	
1	Drafter I	\$74.00/hr.
	General Office Assistant	
	Field Representative I	

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – 2024
INDEPENDENCE POWER AND LIGHT**

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

REPRODUCTION

Drawings – Black & White

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, POWER Engineers, Incorporated, a Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires secondment services ("Services" or "Seconded Employee(s)") and, WHEREAS, consultant is prepared to provide said professional services and shall provide Seconded Employee(s) to City during the performance of said services;
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be: July 1, 2024.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide Seconded Employee(s) as set forth in the Proposal attached hereto and made a part of this contract.

Consultant shall provide to City one (1) or more Seconded Employees as requested by City from time to time. Such Seconded Employees shall provide services under City's management and supervision at a facility or in an environment controlled by City. The Proposal shall include the name of the Seconded Employee to be placed initially with City, standard and overtime hourly billing rates for the Seconded Employee in accordance with Consultant's rate sheet in effect at the time the Services are requested, the starting date for each Seconded Employee, and a description of the Services the Seconded Employee shall provide.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by: June 30th, 2025.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed: \$132,296.00.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Overtime will be billed at the rates listed on Proposal, or as otherwise agreed by both parties, for hours worked by Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or City-observed holiday, overtime rates shall be billed for hours work in excess of thirty-two (32) hours per week. The number of hours billed by Consultant shall be supported by a time card approved by an authorized representative of City. Invoices submitted by Consultant to City are presumed to be accurate and fully payable within thirty (30) days of invoice date, unless disputed by City within seven (7) business days of City's receipt of the invoice.

Consultant's time-card shall be the official time record for purposes of payment. City shall provide the Seconded Employee with internet access to access Consultant's time-card system.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE; ACCOUNTABILITY; WORKPLACE SAFETY

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

City agrees to supply a safe and suitable workplace for the Seconded Employee and to the extent permitted by law, shall be solely responsible for complying with applicable federal, state and local occupational safety and health laws and regulations. City is responsible for informing the Seconded Employee of applicable workplace policies.

The Seconded Employee will be accountable to City's project manager for the Seconded Employee's work and performance. The Seconded Employee's core professional functions shall be maintained, and the Employee shall be required to perform with the reasonable care and diligence expected of a person with equivalent experience and qualifications. The City shall be responsible for the proper, competent, and adequate direction and supervision of the Seconded Employee.

ARTICLE 9 – WORK PRODUCT

All work product of every kind performed by Employee on behalf of City shall be the sole and exclusive property of City.

Within thirty (30) days from the date of providing any services under the contract, should such service or any item developed and created by the Consultant be found to be defective by the City, the City shall identify the nature of such deficiency in writing and the Consultant shall have thirty (30) days from the date of receipt of such notice to correct, re-perform, or replace the defective services.

Except as otherwise provided herein, documents, drawings, and specifications prepared by Consultant as part of the services under the contract shall become the property of City, provided, however, that the Consultant shall have the unrestricted right to their use. Notwithstanding the foregoing, the City accepts that any re-use of the documents or intellectual property shall be at the City's sole risk and liability.

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant does not warrant or guarantee that the Employee(s) performing services for City pursuant to this Agreement will produce any result or any solution to City's particular needs. Accordingly, City acknowledges and agrees that Consultant is not responsible for any aspects of the Employee's work or City's project, including, without limitation, any deadlines or work product. Because Consultant is providing supplemental employee services only under this Agreement, and City is directing and supervising the Employees who render these services, to the extent permitted by law, Consultant shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omissions of any Employee, including but not limited to work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation.

Notwithstanding any other provision of the contract to the contrary, the City agrees to limit the Consultant's liability to the city and to all persons having contractual relationships with the City to three (3x) times the total compensation set forth under the applicable purchase order, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. Neither the City nor the Consultant nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

ARTICLE 11 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

City will provide proof of comprehensive general liability insurance coverage for its operations and all employees, with a minimum limit of liability not less than \$1,000,000 dollars per occurrence. If any Seconded Employee will operate a vehicle owned or leased by City, City shall furnish automotive liability insurance for not less than \$1,000,000. In addition, if professional Employees are provided, professional liability coverage will be secured and maintained by City with a limit of liability of not less than \$1,000,000. City agrees that all insurance required herein will cover the actions of the Seconded Employee during the term of the Secondment, and that all coverage amounts are shown in U.S. dollars unless otherwise agreed by the parties in writing or otherwise required by law.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 12 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 13 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 14 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 15 – WAIVER

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

ARTICLE 16 – SEVERABILITY

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

ARTICLE 17 – SUCCESSORS AND ASSIGNS

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 18 – ASSIGNMENT

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

ARTICLE 19 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 20 – INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make

commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

City expressly agrees and understands that no Seconded Employee shall be considered an employee of City. Consultant is responsible for the payment of wages and other benefits to the Seconded Employee and for the payment of payroll taxes and collection of taxes from payroll on Seconded Employee. Consultant is responsible for providing workers' compensation insurance coverage for the Seconded Employee and is responsible for the management of workers' compensation claims, filings and related procedures for the Seconded Employee.

ARTICLE 21 – AUDIT

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

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:

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

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

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be

canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 24 – GOVERNING LAW AND DISPUTE RESOLUTION

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the contract, or any breach hereof or any services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of law and rules of evidence.

ARTICLE 25 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Mitch Krysa: (816) 423-0360.

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 26 – SEPARATE CONTRACTS

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

ARTICLE 27 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

ARTICLE 28 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment; Article 20 – Independent Consultants; Article 24 – Governing Law; Article 27 – Entire Contract; and this Article 28 – Survival of Terms.

ARTICLE 29 – RESTRICTIVE COVENANT:

Consultant is not an employment agency. In consideration thereof, during the term of this Agreement and for one (1) year immediately following the period for which an Employee last performed services for City under this Agreement, City shall not, directly or indirectly, for itself or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of such Employee to leave employment of Consultant, or hire or engage such Employee.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Consultant

By  _____

Digitally signed by Eric C. Schultz, P.E.
DN: C=US, E=eric.schultz@powereng.com, O=POWER
Engineers, OU=Power Delivery Project Management,
CN=Eric C. Schultz, P.E.
Date: 2024.05.13 07:51:43 -0500

Title Vice President of Project Management

Date May 13, 2024

**PROCUREMENT
LIMITED SOURCE JUSTIFICATION
Purchases Above \$5,000**

A Limited source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If more than one company can respond to your specifications, it is not a Limited source.
- B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.

All Limited source purchases shall follow the City of Independence Procurement Policy Section 13.A - B.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A LIMITED SOURCE PURCHASE.

**Proposed supplier name and address: Power Engineers, Inc.,
1940 Glenbrook Dr., Hailey, ID 83333**

Estimated cost:

\$ 132,296.00

Purchase Requisition #: 20250004

Munis Vendor ID # 152545

Or attach Supplier's W-9 Form

This is a Limited or Limited source purchase because (Check all that apply):

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind** – there are no competitive alternatives available on the market.
- ☐ **Limited Distributor** – Supplier is the Limited distributor for the region or municipality
- ☐ **Compatibility** – must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part** – for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities
- ☒ **Other** – Power Engineers, Inc. is local and available (QBS)

- If the justification for Limited source is "Standardization" then additional supporting documentation must be provided. *
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

Describe the proposed goods or services.

Augmented Engineering Services

What are the specific necessary features that this supplier provides that are not available from other suppliers?

Power Engineers, Inc. have provided acceptable similar services to IPL in the past. They are familiar with IPL transmission and distribution engineering procedures. This knowledge will serve in providing Augmented Engineering support services. They are vetted, qualified, and local.

Describe your efforts to identify other potential sources and how similar goods or services are unable to meet the required objective.

**Per QBS no bidding is required.
Rule 48 is a clear prohibition of competitive bidding for professional engineering services, and Rule 49 reinforces the injunction against competitive bidding by declaring it specifically to be an unethical practice.
www.nspe.org > resources > ethics
Power Engineers, Inc. is already vetted, qualified, and local providing significant savings in travel expenses whereas other firms do not meet these criteria.**

*Testing and Evaluations performed to support standardization.	SEE A&E contract 500000567
*How will standardization support the department/agency?	Through the use of Power Engineers, Inc., with their familiarity with IPL engineering procedures will be able to follow IPL standard approach to engineering solutions for the services requested. Previous similar work performed by Power Engineers, Inc. for IPL were completed successfully and accurately. Their approach is both professional and accurate.
Is this a one-time procurement? ☐ No* ☒ Yes	*On-going Limited Source procurement requires justification to be renewed <u>every two years.</u>

PRICE REASONABLENESS (Check all that apply and attach back-up documentation)

- ☐ I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. **Attach relevant documentation.**
- ☒ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- ☐ The price is set by law or regulations.
- ☒ Other: Pricing is reasonable and consistent for this type of study. This vendors rate schedule is in line with most if not all other vendors that supply this service.
- ☐ Back-up documentation is attached.

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for Limited source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to Limited source this purchase when there are other known suppliers to exist.

By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief.

Printed/Typed Name: Mitch Krysa

Title: Power Engineering Manager

Note: If additional space is required, attach additional sheets of paper and submit with this completed form.

Signed  Title: IPL Director

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$710,232.00 in purchase orders for fiscal year 2024-2025 to ConvergeOne for the renewal of Microsoft Office Licensing.

Recommendations:

Staff recommends approval.

Background:

City staff utilize Microsoft Office as the primary tool for corporate workspace and collaboration services including Word, Excel, Teams, Email, One Drive and cybersecurity. ConvergeOne is the current Microsoft Certified Reseller contracted with the City. Tech Services has completed a licensing audit and modified license levels to account for growth and changes to how the City conducts business. This agreement is for one (1) year.

The contract used for this purchase is Contract #C062518 provided by the Cooperating School Districts of Greater Kansas City. This is a cooperative contract available for use by schools and other public entities in the greater Kansas City Area. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$710,232.00. Funding for Microsoft Office 365 Licensing is included in the FY24-25 budget, page number 158, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact	Technology Services /
---------------------------------	-----------------------

REVIEWERS

Jason Newkirk
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. C1E Solution Quote Report - 2024-06-27T155538.856



Date: 6/27/2024

Page #: 1 of 3

Documents #: OP-000805511
SO-000907482

Solution Name: Renewal-Microsoft CSP

Customer: CITY OF INDEPENDENCE

Solution Summary

Renewal-Microsoft CSP

Customer: CITY OF INDEPENDENCE	Primary Contact: Chris Johnson
Ship To Address: 111 E MAPLE AVE INDEPENDENCE, MO 64050-3066	Email: CAJohnson@indepmo.org
Bill To Address: 111 E MAPLE AVE INDEPENDENCE, MO 64050-3066	Phone: 816-325-7035
Customer ID: AOSINDEP001	National Account Manager: Andrea Larson
Customer PO:	Email: alarson@onec1.com
	Phone:

Solution Summary	Billing Frequency	Due	Total Project
Software	Annual	\$710,232.00	\$710,232.00
Project Subtotal			\$710,232.00
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$710,232.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:



Date: 6/27/2024

Page #: 2 of 3

Documents #: OP-000805511
SO-000907482

Solution Name: Renewal-Microsoft CSP

Customer: CITY OF INDEPENDENCE

MICROSOFT ONLINE SERVICES (Azure), AMAZON WEB SERVICES (AWS), AND CISCO ADDITIONAL TERMS. 1. Billing. Based on the service(s) ordered, fees for Microsoft Online Services and Amazon Web Services (the "Services") listed on this Order are provided on either a fixed fee or consumption basis and invoiced monthly or annually, as indicated, during the Term specified on the Order. Consumption based Services will be billed monthly in arrears based on actual usage regardless of any usage estimates that might have been provided in any proposal or on this Order. Unless a different term is specified on the Order, Seller will provide the Services for a term of one (1) year ("Initial Term"). 2. Add-ons. Customer may have access to the Services provider's web portal through which Customer may add additional Services, including more of the same Services identified in this Order or new Services ("Add-ons"). In the event Customer places an order for Add-ons through the Services provider's portal, Customer shall pay Seller for such Add-ons as invoiced by Seller in accordance with the terms of this Order. 3. Renewal. At the end of the Initial Term the Services will automatically renew for successive one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term") at the rate(s) then in effect unless at least thirty (30) days prior to the expiration of the then current Term, Customer or Seller provides the other with written notice of its intent not to renew. 4. Cancellation. Customer may cancel the Services at any time during the Term by providing Seller thirty (30) days advance written notice of the requested date of termination ("Termination Date") and shall be liable as follows: (i) For Services that are billed monthly in advance, payment of the full monthly amount for the month in which notice was provided, plus one full additional month; (ii) For Services that are billed monthly in arrears by consumption, payment for actual usage up through the Termination Date; and, (iii) For Services that are billed annually in advance, Customer is not entitled to a refund of the fee paid for the current Term. 5. Microsoft, Amazon Web Services and Cisco Software Licenses and Additional Terms and Conditions. Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) and other terms and conditions applicable to the Microsoft and Amazon Web Services Products provided hereunder. Such terms may be found on the Internet at <https://www.microsoft.com/licensing/docs/customeragreement> and <https://aws.amazon.com/agreement> Cisco Software Licenses and Additional Terms and Conditions. Customer agrees that it had read, understood, and will abide by the terms and provisions of the software license(s) and other terms and conditions applicable to the Cisco Products provided hereunder. These additional terms may contain provisions that require Customer to pay for usage in excess of the quantities identified in this Order, and Customer agrees to pay C1 for these additional charges, as invoiced by C1, in accordance with the terms and conditions of this Order.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
MICROSOFT						
07/17/2024 - 07/16/2025						
1	CFQ7TTC0HD32:0018	Visio Plan 2 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	15	\$180.00	\$2,700.00
07/18/2024 - 07/17/2025						
2	CFQ7TTC0HDB1:00L	Project Plan 1 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	25	\$120.00	\$3,000.00
3	CFQ7TTC0HDB0:0011	Project Plan 3 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	1	\$360.00	\$360.00
4	CFQ7TTC0LFLS:0013	Microsoft Entra ID P1 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	145	\$72.00	\$10,440.00
5	CFQ7TTC0LGZW:0012	Office 365 F3 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	145	\$48.00	\$6,960.00
08/24/2024 - 08/23/2025						
6	CFQ7TTC0J1ZT:0008	Office 365 G5 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	1050	\$456.00	\$478,800.00
7	CFQ7TTC0LFJ1:000P	Enterprise Mobility + Security G5 (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	1050	\$195.60	\$205,380.00
10/01/2024 - 09/30/2025						
8	CFQ7TTC0LFK5:001K	Microsoft Entra ID P2 for government (NCE GCC ANN)	12	2	\$108.00	\$216.00
10/23/2024 - 10/22/2025						



Date: 6/27/2024
Page #: 3 of 3
Documents #: OP-000805511
SO-000907482
Solution Name: Renewal-Microsoft CSP
Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
9	CFQ7TTC0LCH4:00 1N	Microsoft Intune (Governmental Community Cloud Pricing) (NCE GCC ANN)	12	30	\$79.20	\$2,376.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Burns & McDonnell, in the amount of \$844,876, authorizing future minor change orders not to exceed \$84,487.60, for engineering and design services as part of the Truman Connected Phase II Project (No. 112401).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to direct staff to enter into a design contract with, and issue a purchase order to, Burns & McDonnell for an amount not to exceed \$844,876 as part of the Truman Connected Phase II Project (No. 112401).

This project will be the second phase of the Truman Connected Plan which will connect to the end of the Phase I trail at Winner Road and Sterling Avenue and continue along Sterling Avenue south to US 40 Highway. The project will include, but is not limited to, the addition of ADA-compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, new green infrastructure, and traffic-calming measures. A unique feature of this project is the intention to remove the traffic signals at the Sterling Avenue and Sheley Road intersection to be replaced with a roundabout.

A request for proposals was issued for the design phase of this project. Three companies submitted proposals for review. City Staff have selected Burns & McDonnell as the most qualified firm and have negotiated a scope and fee for these services.

This project has been awarded federal grant funding from the Mid-America Regional Council's (MARC) Congestion Mitigation Air Quality (CMAQ) fund in the amount of \$719,085, as well as the Carbon Reduction Program (CRP) in the amount of \$3,500,000.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$929,363.60 including contingency. Funding for the Truman Connected Phase II Project (No. 112401) is included in the FY 24-25 adopted budget, page number 183, account number 7011-5406. This project is grant-reimbursable for up to \$4,219,085 in federal funds through CMAQ and CRP.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Scope of Services - Burns & McDonnell - Truman Connected Phase II Project No. 112401

SCOPE OF WORK

TRUMAN CONNECTED – PHASE 2

REVISION NUMBER 01
REVISION DATE: 4/5/24

CONTENTS

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APPENDIX A - FEE PROPOSAL
APPENDIX B - TRAFFIC SIGNAL REPAIR NEEDS

FIGURES

No table of figures entries found.

TABLES

No table of figures entries found.

List of Abbreviations

Abbreviation	Term/Phrase/Name
APE	Area(s) of Potential Effects
CATEX	Categorical Exclusion
DOT	US Department of Transportation
EA	Environmental Assessment
ENGINEER	Burns & McDonnell Engineering Company Inc. & sub-consultants
FHWA	Federal Highway Administration
HPS	High Pressure Sodium
IPaC	Information for Planning and Consultation
MDC	Missouri Department of Conservation
MDNR	Missouri Department of Natural Resources
MO	Missouri
MOA	Memorandum of Agreement
MoDOT	Missouri Department of Transportation
MoDOT	Missouri Department of Transportation
MUTCD	Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
NTP	Notice to Proceed
OWJ	Official with Jurisdiction
OWNER	City of Independence, Missouri
PA	Programmatic Agreement
PROWAG	Public Right-of-Way Access Guidelines
ROW	Right-of-Way
SHPO	State Historic Preservation Office
St.	Street
USACE	US Army Corps of Engineers
USFWS	US Fish and Wildlife Service

1.0 Introduction

This project will be the second phase of the Truman Connected Plan, which will connect to the end of the Phase 1 trail at Winner Road and Sterling Avenue and continue along Sterling Avenue south to US 40 Highway. The project will include, but is not limited to, the addition of ADA compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, new green infrastructure, and new traffic calming measures. The City also intends to remove the traffic signals at the Sterling Avenue and Sheley Road intersection and replace this intersection with a roundabout.

Roadway design speed shall be based on the existing posted speed or as defined by the condition.

The phases of the project include:

1. Survey and related services.
2. Assessment of existing conditions and conceptual layout of improvements.
3. Complete design, including field check, office check, and final construction plans.
4. Public engagement, including a public meeting and other possible related services.
5. Environmental Clearance
6. Utility and right-of-way coordination.
7. Pre-construction services, including bid documentation, specifications, and meetings.
8. Design engineer services during construction.

The City of Independence, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER), hereby agree to the information contained in the following sections.

2.0 Design Requirements

2.1 Design Requirements

The ENGINEER shall design the Project following state and federal design criteria appropriate following the current MoDOT EPG, the American Public Works Association *KC Metro Specifications*, the 11th edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), the 2023 version of the Americans with Disabilities Act (ADA) *Public Right-of-Way Access Guidelines* (PROWAG), the current version of the OWNER's Design & Construction Manual, and the current version of the MoDOT *Standard Specifications for State Road Construction with Special Provisions*, and with any necessary Project Special Provisions.

All plans shall be signed and sealed by the licensed Missouri professional engineer responsible for preparing and overseeing the design plans. The licensed Missouri Kansas land surveyor responsible for preparing said documents shall sign and seal the right-of-way descriptions.

2.2 Survey Requirements

All vertical coordinates shall use the Missouri State Plane North (NAD 83) coordinate system.

All horizontal coordinates shall use the Missouri State Plane North (NAD 83) coordinate system. As part of the design project survey, all Section Corners and Quarter Section Corners within the surveyed area and others used for project control must be located with reference and state plane coordinates determined with GPS equipment.

3.0 Assumptions & Exclusions

CAD Format – All project designs will be completed in MicroStation SS2 InRoads or OpenRoads Designer (ORD). The design shall utilize the MoDOT workspace, including the most current MoDOT border. CAD files will not be CAD-conformed. Plans shall be in ENGLISH units with a 34" x 22" plan sheet size (<MoDOT Standard Size).

Electronic Deliverables – CAD files will be prepared in MicroStation (*.DGN) format. Plans will be submitted in PDF format. Final CAD files, along with the existing and proposed surface and associated design files, will be provided to the OWNER as a part of the project closeout process. Files will be made available to bidders as requested.

Decorative Elements – Decorative Street lighting or signals are not assumed unless otherwise requested.

Traffic Signal Design – The ENGINEER will develop traffic signal pedestrian upgrade plans. Signal work shall consist of the Structural Assessment inventory provided by the OWNER.

Construction Inspection – This scope of work includes no construction services other than designer services during construction.

Geotechnical Investigation – No geotechnical investigation services are included in this scope of work.

Street Lighting – No photometric design of street lighting is included in this scope of work. The ENGINEER will observe the corridor nightly to identify areas needing additional street lighting. Existing High-Pressure Sodium (HPS) lighting shall be retrofitted with new bracket arms and LED fixtures.

Right of Way – Right of way will be established from the last deed of record. Obtaining ownership and encumbrance reports and preparing legal exhibits and descriptions are included for up to 20 parcels. It is assumed that the Client will perform or coordinate the acquisition process, including but not limited to appraisals, offers, and condemnation. Participation by the ENGINEER in condemnation proceedings is not included in this scope of work.

Utility Coordination – Utility coordination is included in the scope of work. Utility coordination shall include obtaining existing utility as-built maps, transmittal of plans depicting as-surveyed utilities for confirmation, and regular progress plans, including plans depicting

utilities in color. The ENGINEER will identify preliminary conflicts, but each utility shall be responsible for identifying them. Others shall develop utility relocation plans. No utility potholing is included in this scope of work. The ENGINEER shall review the provided utility relocation plans to coordinate with the project.

Public Involvement – Three public informational meetings are assumed. The initial meeting will occur during the project's design phase, with the remaining two meetings occurring at the construction kick-off for each project. It is assumed that each meeting will be held in person at a location to be determined. The ENGINEER will be responsible for developing meeting materials, including but not limited to meeting notices, display boards, questionnaires and sign-in sheets. The ENGINEER is responsible for sending out mailings and invitations, as needed, to communicate dates of public informational meetings.

Permitting – The ENGINEER shall be responsible for environmental clearance for the project. No additional environmental clearance or permitting activities are included in this proposal other than those identified in later sections.

Construction Phase Services – No participation in regularly scheduled progress meetings between the OWNER, and the Contractor are included in this proposal.

Opinions of Probable Construction Cost - Any opinions of probable project cost or probable construction cost provided by ENGINEER are made based on information available to ENGINEER and based on ENGINEER's experience and qualifications and represent its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

Bids Received – If bids received exceed the prepared final cost estimate and the OWNER chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then the ENGINEER and the OWNER shall mutually agree in writing to the amount of any adjustments to the total fee or schedule required.

Structural Engineering – It is anticipated that retaining walls will be required for the installation of sidewalks in some areas. This will be further determined during the preliminary plan phase. All retaining walls are assumed to be integral to the sidewalk and utilize existing APWA standard details. No special wall design or structural analysis is included for walls that may be required to exceed the allowable heights from the APWA standard details.

NEPA Clearance and Permitting – Burns & McDonnell will conduct desktop and field analyses to support the preparation of an environmental document, anticipated to be a Categorical Exclusion (CATEX), in accordance with the National Environmental Policy Act (NEPA) and the US DOT, Federal Highway Administration (FHWA) implementing guidance. The CATEX and supporting documentation will be submitted to the City for review and comment, followed by submittal to FHWA for approval to support the expenditure of federal grant monies.

NEPA Clearance and Permitting Assumptions:

- Only a minor amount of new permanent ROW, adjacent to existing ROW, is needed for the proposed improvements. The majority of all construction will occur within existing public rights-of-way.
- The City will provide all grant application documents including early due diligence that identified potential issues or constraints.
- The environmental document will list the anticipated permits and other agency approvals required after the NEPA process is completed; but the effort to apply and receive the permits and any additional agency approvals is not included in this scope of work and will be the responsibility of the City or the City's Contractor.
- A CATEX is the scoped level of environmental documentation for this proposed project. If discussions with the FHWA or issues arise during the study that require the project to be elevated to an Environmental Assessment (EA), the additional effort will be scoped and associated costs estimated and approved by the City before the additional work begins.
- The city will provide documentation of all public involvement activities that have occurred related to the project to be included or referenced in the environmental document, as appropriate, to support NEPA clearance.

4.0 Scope of Work

Task 1 – Survey & Related Services

1.01 Project Survey Control & LiDAR Targeting

- A. Survey See Survey Subconsultant Proposal and Scope of Work.

1.02 Mobile LiDAR Data Acquisition

- B. See Survey Subconsultant Proposal and Scope of Work.

1.03 Mobile LiDAR Data Processing

- A. All See Survey Subconsultant Proposal and Scope of Work.

1.04 Mobile LiDAR Extraction

- A. See Survey Subconsultant Proposal and Scope of Work.

1.05 Property Mapping

- A. Existing property lines and right of way shall be determined through traditional survey means and established from the last deed of record.

1.06 Utility Survey

- A. Traditional survey means will be utilized to survey existing utilities.

- B. A project survey one-call will be completed. The field locations of all utilities marked during the one-call process will be collected in the field.

1.07 Field Reconnaissance

- A. The ENGINEER will perform a corridor visit to document any known constraints or design challenges. Prior to performing field reconnaissance, the ENGINEER shall notify the OWNER of the date and time of the field reconnaissance and make every attempt at having a city representative present to collaborate and expedite the project from the reviewed constraints, utility concerns and design challenges.

Task 2 – Preliminary Design (30% Level)

- A. The ENGINEER will develop preliminary plans based on the project typical section and project requirements to an approximate 30% level.
- B. Preliminary Plan Development
 - 1. Title Sheet. The ENGINEER will develop a project Title Sheet.
 - 2. Typical Sections. The ENGINEER will develop the project's Typical sections.
 - 3. Plan & Profile Sheets. The ENGINEER will develop Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 4. Survey Reference Sheets. The ENGINEER will develop Survey Reference sheets to include project control benchmarks, control points, and alignment information.
 - 5. Intersection Details. The ENGINEER will develop Intersection Detail Sheets to illustrate key intersection details such as ADA details, curb radii, etc., at 1" = 10' horizontal scale.
 - 6. Driveway Profiles. The ENGINEER will develop Driveway Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 7. Pavement Marking Plans. The ENGINEER will develop preliminary pavement marking plans at a 1" = 20' horizontal scale.
 - 8. Cross Sections (50' Intervals)
- C. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Preliminary plans.
- D. Quality Control. The ENGINEER will perform quality control on the developed Preliminary plans following the firm's Quality Management Plan.
- E. Preliminary Plan Submittal. The ENGINEER will submit Preliminary plans to the OWNER for review.

- F. Preliminary Plan Review Meeting. The ENGINEER will participate in a Preliminary Plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
- G. Preliminary Plan Re-Submittal. The ENGINEER will address the comments received and resubmit the Preliminary plans if requested by OWNER.

Task 3 – Right-of-Way Plan Development (60% Level)

- A. The ENGINEER will advance the preliminary plans to an approximate 60% level to be used to determine and acquire needed easements and right-of-way.
- B. Right-of-Way Plan Development
 - 1. Title Sheet. The ENGINEER will update the project Title Sheet.
 - 2. Typical Sections. The ENGINEER will update the project's Typical sections.
 - 3. Plan & Profile Sheets. The ENGINEER will update Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 4. Survey Reference Sheets. The ENGINEER will update Survey Reference sheets to include project control benchmarks, control points, and alignment information.
 - 5. Intersection Details. The ENGINEER will update Intersection Detail Sheets to illustrate key intersection details such as ADA details, curb radii, etc., at 1" = 10' horizontal scale.
 - 6. Driveway Profiles. The ENGINEER will update Driveway Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 7. Miscellaneous Details. The ENGINEER will develop or add miscellaneous details, including OWNER-specific standard details that shall apply to the project.
 - 8. Storm Sewer Profiles. The ENGINEER will develop Storm Sewer Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 - 9. Summary of Quantity Sheets
 - 10. Lighting Plans. The ENGINEER will develop lighting plans to retrofit existing High-Pressure Sodium (HPS) lighting with LED lighting. The ENGINEER will observe the corridor at night during full vegetation to identify any needed supplementary lighting to increase user safety.
 - 11. Signing Plans. The ENGINEER will develop signing plans at a 1" = 20' horizontal scale.
 - 12. Pavement Marking Plans. The ENGINEER will update pavement marking plans.

13. Traffic Signal Plans. The ENGINEER will develop traffic signal pedestrian upgrade plans. Signal work shall consist of the Structural Assessment inventory provided by the OWNER. Pedestrian, accessible signals are required for this project and may require the need to replace or install new pull boxes and conduit. OWNER shall be responsible for signing timing updates.
 14. Traffic Control Plans. The ENGINEER will develop traffic control plans to support construction needs at a 1" = 20' horizontal scale.
 15. Cross Sections (50' Intervals)
- C. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Right-of-Way plans.
 - D. Quality Control. The ENGINEER will perform quality control on the developed Right-of-Way plans following the firm's Quality Management Plan.
 - E. Right-of-Way Plan Submittal. The ENGINEER will submit Right-of-Way plans to the OWNER for review.
 - F. Right-of-Way Plan Review Meeting. The ENGINEER will participate in a Right-of-Way plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
 - G. Right-of-Way Plan Re-Submittal. The ENGINEER will address the comments received during the Right-of-Way plan review and resubmit the plans.

Task 4 – Final Plan Development (100% Level)

- A. Office Check Plan Development
 1. Title Sheet. The ENGINEER will finalize the project Title Sheet.
 2. Typical Sections. The ENGINEER will finalize the project's Typical sections.
 3. Plan & Profile Sheets. The ENGINEER will finalize Plan & Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 4. Survey Reference Sheets. The ENGINEER will finalize Survey Reference sheets to include project control benchmarks, control points, and alignment information.
 5. Intersection Details. The ENGINEER will finalize Intersection Detail Sheets to illustrate key intersection details such as ADA details, curb radii, etc., at 1" = 10' horizontal scale.
 6. Driveway Profiles. The ENGINEER will finalize Driveway Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 7. Miscellaneous Details. The ENGINEER will develop or add miscellaneous details, including OWNER-specific standard details that shall apply to the project.

8. Inlet & Manhole Details. The ENGINEER will develop or add inlet and manhole details as needed based on the project design.
 9. Storm Sewer Profiles. The ENGINEER will finalize Storm Sewer Profile sheets at 1" = 20' horizontal scale and 1" = 5' vertical scale.
 10. Schedule of Inlets & Manholes – The ENGINEER will prepare schedules of inlets and manholes for the proposed storm sewer system.
 11. Summary of Quantity Sheets
 12. Temporary Erosion & Pollution Control. The ENGINEER will develop temporary erosion and pollution control plans.
 13. Lighting Plans. The ENGINEER will finalize lighting plans to retrofit existing High-Pressure Sodium (HPS) lighting with LED lighting. The ENGINEER will observe the corridor at night during full vegetation to identify any needed supplementary lighting to increase user safety.
 14. Signing Plans. The ENGINEER will finalize signing plans at a 1" = 20' horizontal scale.
 15. Pavement Marking Plans. The ENGINEER will finalize pavement marking plans.
 16. Traffic Signal Plans. The ENGINEER will finalize traffic signal pedestrian upgrade plans.
 17. Traffic Control Plans. The ENGINEER will finalize traffic control plans to support construction needs at a 1" = 20' horizontal scale.
 18. Cross Sections (50' Intervals)
- B. Opinion of Probable Construction Cost. The ENGINEER will develop an opinion of probable construction cost based on the Final plans.
 - C. Quality Control. The ENGINEER will perform quality control on the developed Final plans following the firm's Quality Management Plan.
 - D. Office Check Plan Submittal. The ENGINEER will submit Final plans to the OWNER for review.
 - E. Final Plan Review Meeting. The ENGINEER will participate in a Final Plan review meeting with the OWNER at a location to be determined, which may include a project site meeting.
 - F. Final Plan Re-Submittal. The ENGINEER will address the comments received during the Final Plan review and resubmit the plans and Final Plans.

Task 5 – Public Outreach

5.01 Public Information Plan Development. The ENGINEER will develop a public information plan that builds on prior community engagement and outlines engagement activities and project notifications. The ENGINEER will submit it to the OWNER for review before commencing public outreach.

5.02 Content Creation. The ENGINEER will work with OWNER's staff to provide information for inclusion on any OWNER websites, social media channels, or publications, including working with OWNER's communications staff to distribute current and accurate project information. Specific communication materials to be developed will include press releases to announce public meetings, social media posts to promote public meetings, direct mailings to property owners, website content, and email invitations to local officials and key stakeholders.

5.03 Public Informational Meeting #1. The ENGINEER shall plan and attend a design public informational meeting at a location to be determined. The goals of the first public meeting will be to introduce the project team, provide an overview of the project goals, scope and schedule, and gather input from the public. It is assumed that four ENGINEER members will participate in this meeting, with the design public informational meeting being 2 hours long. The ENGINEER will prepare all public meeting material, meeting advertisements, and a public meeting summary.

5.04 Public Informational Meeting #2. The ENGINEER shall plan and attend a public informational meeting to correspond with the construction phase of Sterling Avenue. The goals of the second public meeting will be to provide more detailed design and construction timeline information, including right-of-way and easements needed and construction impacts, gather feedback from effected property owners, and address any concerns or questions from the public. It is assumed that four ENGINEER team members will participate in this meeting, with the public informational meeting being 2 hours long. The ENGINEER will prepare all public meeting material, meeting advertisements, and a public meeting summary.

Task 6 – Utility & Right of Way Coordination

6.01 Utility Coordination

- A. **Utility Contact List.** The ENGINEER will develop a project utility contact list of all known utility agencies in the project limits.
- B. **Utility Mapping Review.** The ENGINEER will review any obtained utility mapping against the field obtained mapping for inconsistencies. The ENGINEER will work with each utility to resolve discrepancies as needed.
- C. **Utility Mapping Plans.** The ENGINEER will prepare an at-scale set of utility plan sheets in color.
- D. **Utility Notification of Project.** After developing the utility contact list, the completed utility survey, and the development of color utility location maps, the ENGINEER will transmit these documents to the known utilities for review and provide notice of the pending project.

- E. Concept Phase Utility Coordination. The ENGINEER will preliminarily identify apparent utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).
- F. Field Check Utility Coordination. The ENGINEER will identify additional apparent utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).
- G. Office Check Utility Coordination. The ENGINEER will identify additional utility conflicts and distribute plans and design files for review. The ENGINEER will participate in utility coordination meetings individually or in groups (Assume one staff, two meetings, 1.5 hours each).

6.02 Right-of-Way Coordination

- A. Right-of-Way Exhibit & Descriptions. The ENGINEER's survey subconsultant will obtain title work for up to 20 parcels and prepare acquisition documents for up to 20 parcels.
- B. Right-of-Way Meetings. The ENGINEER will meet with the OWNER's Right-of-Way acquisition firm or with selected property owners to facilitate the acquisition of needed easements and right-of-way (Assume five meetings, one staff member, 1.5 hours per meeting).

Task 7 – NEPA Documentation

7.01 Process Kick-Off

- A. Virtual meeting with City to review scope of the grant-funded improvements including project limits, previous due diligence conducted to support grant applications, communications protocols, and anticipated schedule.

7.02 Desktop and Field Data Collection

- A. Collect ARCGIS and other online data sources relevant to resources and properties within and adjacent to the project limits.
- B. Conduct field visit to validate the ARCGIS data, verify general corridor conditions, and photo-document key resources to be assessed in the CATEX.
- C. Develop corridor constraints map, indicating public lands, potential or listed historic resources, major utility crossings (large pipeline, waterline, sanitary sewer, and overhead transmission lines, etc.).

7.03 Impact Assessment

The following tasks will analyze the anticipated effects of the proposed project on key resources. Some resource categories typically reviewed under NEPA (e.g., farmland,

coastal resources, etc.) are not present in the project corridor and will be noted as such in the environmental document. Other resources (e.g., land use/zoning, noise, air quality, visual, etc.) will be addressed within the environmental document, but do not require the same level of effort as the following categories:

A. Cultural Resources – Archeological and Non-Archeological Historic Resources

With project funding through the FHWA, compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the Department of Transportation (DOT) Act is required. The following subtasks will be undertaken to evaluate the potential effects of the project (direct and visual) on resources that are or may be considered eligible for listing on the National Register of Historic Places (NRHP). A review of previously conducted archeological surveys will be conducted, but no field archeological surveys (shovel tests) are anticipated as the existing and proposed ROW has been previously disturbed.

Agency Consultation - Upon receipt of NTP, the Project's Section 106 lead would initiate consultation with FHWA cultural resources staff to confirm the limits of the Physical (construction footprint) and Non-physical (visual) APEs and to vet the proposed survey methods. Concurrence with the definition of both APEs and research design would be received prior to initiation of field documentation efforts.

Background Review - Prior to initiation of field studies, Burns & McDonnell historians will conduct background research to identify previously recorded historic resources within the APE and a larger Study Area to facilitate contextual development. The review will include architectural survey and inventory records, the NRHP database maintained by the National Park Service, historic period maps and aerial photographs, town and county histories, historic atlases, and other secondary sources regarding regional history. The sources will facilitate development of appropriate field survey strategies, understanding of regional contexts within which to evaluate recorded resources, and identify significant resource types in particular areas.

Field Documentation - In compliance with Section 106 of the NHPA and Section 4(f) of the DOT Act, Burns & McDonnell historians will conduct surveys to identify significant historic (NRHP)-listed or eligible buildings, structures, objects, and districts that could be adversely affected by the proposed Project. The Non-Physical APE is assumed to include parcels immediately adjacent to the existing/proposed ROW.

The surveys would include documentation of all buildings, structures, objects, districts, etc. constructed prior to 1978 (45-years-of-age or older) within Non-Physical APE. The survey will be conducted from the public ROW. All accessible resources within the Non-Physical APE will be photo-documented to state standards and mapped using GIS. Resource documentation will be conducted in accordance with relevant federal and state guidelines.

Reporting - Upon completion of the field survey, an architectural historian meeting the Secretary of the Interior standards will evaluate each recorded resource for its NRHP

eligibility and for its potential to contribute to an NRHP-eligible historic district. In addition to evaluating their NRHP eligibility, the historian will evaluate the Project's potential to adversely affect significant historic (NRHP-listed or eligible) resources either directly or via impacts to character-defining features such as their historic setting. The assessments and evaluations of effect will be included in a cultural resources survey report prepared according to state standards.

Section 106 Compliance Assumptions

- FHWA/SHPO will concur with the proposed Non-Physical APE; assumed to include parcels intersecting and immediately adjacent to the existing/proposed ROW.
- Assessment of potential historic districts would be limited to streetscape level evaluation.
- Background research will be completed using online databases.
- Field documentation would be conducted in one 5-day mobilization of 4 historians.
- Cost does not include intensive-level survey, mitigation activities, or agency coordination to facilitate development of a Memorandum of Agreement (MOA) or Programmatic Agreement (PA).
- Includes documentation and assessment of up to 180 historic-age architectural resources within the Non-Physical APE. The completion of state resource ID forms will not be required and is not included.
- The survey would be conducted from publicly accessible vantage points, i.e. public roadways.
- Field mobilization will be dependent upon weather conditions conducive to walking/driving and photo-documentation of historic-age buildings, structures, objects, etc.
- FHWA/SHPO would concur that no archaeological field survey is necessary.

B. Community Impacts and Environmental Justice

Because of federal funding through FHWA, Executive Order 12989 Environmental Justice and FHWA Order 5610.2 on Environmental Justice must be addressed. Collect and review US Census Bureau American Community Survey 2018-2022 5-Year data for the project area to identify the racial and ethnic, age, income, poverty, language, and social characteristics within the project area. Identify minority and low-income census geographies to demonstrate the project would not disproportionately affect such populations. Identify community facilities along and adjacent to the project to show how access would be maintained during construction and improved as a result of the improvements.

C. Land Use and Public Lands

Desktop analysis and windshield surveys will be conducted to describe the existing land uses along the corridor including identifying public lands (e.g., High Ridge Park

and other city parks, greenbelts, trails, etc.) to determine the effects of the project on them. Review existing city parks and recreation and thoroughfare plans to identify existing and planned parks and trails that may intersect the proposed project.

D. Section 4(f) and Section 6(f) Resources

Based on our understanding of the proposed project, if public lands or NRHP-listed or eligible resources are located along the corridor where improvements would occur with existing ROW, no effects under Section 4(f) are anticipated. If they occur in areas where new ROW would be needed and the acquisition cannot be avoided (including permanent or temporary easements), an analysis to support a Section 4(f) *de minimis* determination is included. If more substantial impacts to such resources occur or the FHWA does not agree with the *de minimis* determination and elevates the analysis, the work to support an individual or programmatic Section 4(f) evaluation would be required. The *de minimis* evaluation includes obtaining written concurrence from the Official with Jurisdiction (OWJ), assumed to be by the city for parks/trails, and the MO State Historic Preservation Officer (SHPO) for historic resources.

E. Vegetation and Land Cover

Review aerial photos and results of field surveys to describe the existing land cover types of vegetated areas to determine if any areas potentially would support migratory birds or federally or state-protected species. Identify areas where vegetation may be cleared to support construction and describe any landscaping or habitat restoration improvements proposed as part of the project.

F. Protected Species

Because of federal funding, clearance under the Endangered Species Act is required. Complete the Information for Planning and Consultation (IPaC) review through the US Fish & Wildlife Service (USFWS) to identify the potential for federally protected species and critical habitat along the project corridor. Review the Missouri Department of Conservation (MDC) data base to determine if state protected species, including species of conservation concern. Submit IPaC and project checklist for USFWS concurrence. If federally protected species are present and the project would result in a *likely to adversely affect* determination, formal consultation with the USFWS and additional studies may be required which are not included in this scope of work. A supplemental scope of work and fee estimate can be provided to support formal consultation, species-specific surveys, and development of a Biological Assessment or Evaluation, if required.

G. Water Resources – Wetlands, Streams, and Floodplains

Because of federal funding, conformance with the Clean Water Act is required. Only a desktop analysis and windshield survey of the project corridor will be conducted to provide a summary of the potential wetland, waters of the US, and floodplain resources crossed by the proposed project. If additional ROW is needed in areas where such features are present, a supplemental scope of work and fee estimate can be provided to conduct full field delineations in accordance with US Army Corps of

Engineers (USACE) standards, develop a delineation report, and coordinate approval of the findings and identify permitting and/or mitigation required for the project.

H. Hazardous Materials and Waste Sites

A database search using a third party provider (EDR) will be conducted to identify properties of potential environmental concern including existing and former underground storage tanks, small or large quantity hazardous material generators, previously closed or remediated sites, and major spills and corrective actions that could affect the soil and groundwater conditions within the existing and proposed ROW. The risks of such properties will be categorized as “low”, “medium” and “high” risk to the project and may require additional investigation or testing by the city prior to construction. This review does not constitute a Phase I Environmental Site Assessment (ESA) conducted to ASTM standards that may be required for the city to purchase new ROW.

I. Visual Effects

An assessment of the visual changes to occur within the corridor following completion of the project will be assessed in coordination with Section 106 and Section 4(f) evaluations described previously. Descriptions of the design features such as new streetlighting, decorative pavement, retaining walls, signage, and landscaping will be included.

J. Other Resources

To complete the CATEX, additional desktop analyses will be conducted to demonstrate that some resources are not present within/along the project corridor or would not be affected by the proposed project including air quality, traffic noise, farmland, coastal resources, etc.

K. Public Involvement

The city will provide a summary of the public involvement and outreach conducted to date for reference in the CATEX. Such activities conducted during the timeframe of the NEPA analysis should include information regarding the project’s potential effects (positive or negative) on historic resources (Section 106) and public lands (Section 4(f)) as these statutes require documentation that project outreach included opportunities for the public to comment on the potential disposition of these resources.

7.04 Environmental Document Development

- A. Develop a draft CATEX for review and comment by the city.
- B. Address city’s comments and submit final CATEX for city to submit to FHWA.
- C. Address comments from FHWA and develop final CATEX for FHWA approval.

Task 8 – Pre-Construction Services

- 8.01 **Pre-Bid Meeting.** The ENGINEER will attend a pre-bid meeting organized by the OWNER in a supporting role and assume two meetings and 2 team members for 90-minute meetings.
- 8.02 **Bid Phase Questions.** The ENGINEER will respond formally to contractors' questions during the project's bid phase.

Task 9 – Design Engineer Services During Construction

- 9.01 **Request for Information or Clarification.** The ENGINEER will support the OWNER during construction and answer questions from contractors or inspectors.
- 9.02 **Shop Drawing Review.** The ENGINEER will review contractor-submitted shop drawings, as requested.
- 9.03 **Project Site Visits.** As requested, the ENGINEER will perform a site visit to support answering project-related questions. Assume four visits by two staff at 2 hours per visit. **The ENGINEER is assumed to not participate in regularly scheduled construction progress meetings.**
- 9.04 **Pre-Construction Meeting.** The ENGINEER will participate in a pre-construction meeting at the project site or the OWNER's offices. Assumed two meetings and 2 team members for 90-minute meetings.
- 9.05 **As-Built Plans.** The ENGINEER will prepare as-built plans that include any field changes as provided by the OWNER or project inspector.

Task 10 – Project Management

- 10.01 **Kick-off Meeting w/City.** The ENGINEER will hold a project kick-off meeting at the OWNER's offices.
- 10.02 **Kick-off Meeting (Internal).** The ENGINEER will hold an internal project kick-off meeting with team members to outline roles, responsibilities, and project requirements.
- 10.03 **Progress Meetings.** The ENGINEER will participate in progress meetings with the OWNER, which will include preparing meeting agendas and minutes. (Virtually every two weeks for six months, then monthly for twelve months with 2 team members for 60 minutes)
- 10.04 **General Project Admin. & Coordination.** The ENGINEER will coordinate the project with survey sub-consultants and OWNER.
- 10.05 **Invoice Preparation & Progress Reporting.** The ENGINEER will prepare monthly invoices and progress reports.

5.0 Summary of Budgeted Meetings

- Kick-Off Meeting w/City (In Person) – 1 Meeting, 90 minutes, 4 team members.
- Progress Meetings w/City – Monthly for twelve months. Assumed 3 team members, 60-minute meetings, 12 total meetings.
- Utility Coordination Meetings – 3 meetings, 1 team member, 90-minute meetings.
- Right-of-Way Coordination Meetings – 2 meetings, 1 team member, 90-minute meetings.
- Preliminary Plan Review Meeting – 1 meeting, 2 team members, 90-minute meeting.
- Right of Way Plan Review Meeting – 1 meeting, 2 team members, 90-minute meeting.
- Final Plan Review Meeting – 1 meeting, 2 team members, 90-minute meeting.
- Pre-Bid Meeting – 1 meeting, 2 team members, 90-minute meetings.
- Pre-Construction Meeting – 1 meeting, 2 team members, 90-minute meetings.
- Construction Phase Meetings – 4 meetings, 2 team members, 120-minute meetings.

6.0 Deliverables

- Design Criteria Memo in Electronic Format (PDF)
- Public Informational Meeting Summaries, including copies of comments received, sign-in sheets etc.
- Construction Plans in Electronic Format (PDF) (Sheet size of 34" x 22")
- Project Specifications in Electronic Format (Word & PDF) (If Applicable)
- Engineer's Opinion of Probable Cost (OPC) in Electronic Format (PDF)
- Public Involvement Plan
- Social Media Posts and Corresponding Graphics (up to 8)
- Press Releases (x2)
- Draft and Final Website Content (up to 2 updates)
- Public Meeting Materials, including boards, presentation slides, sign-in sheets, comment cards, etc. (x2)
- Public Meeting Invitations (postcard and flyer format for mail and email (x2)
- Public Meeting Summaries (x2)
- Draft and Final CATX
- Draft and Final Cultural Resources Report
- Protected Species and Habitat Assessment Memo

- Water Resources Memo
- Community Assessment/EJ Memo
- Hazardous Materials Review Memo

7.0 Schedule

7.1 Project Design Schedule

- Notice to Proceed – May 1st, 2024
- Preliminary Plans Due – TBD
- Public Informational Meeting #1
- Right of Way Plans Due – TBD
- Public Informational Meeting #2
- Final Plans Due – TBD
- Advertise for Bids – Fall 2025
- Bid Opening – Fall 2025
- Construction – 2025 through 2026

7.2 NEPA Schedule

NEPA process will begin upon NTP and should conclude within 12 months from NTP. Burns & McDonnell will expedite tasks where possible to shorten the deliverable and approval timeframes.

APPENDIX A - FEE PROPOSAL

TRUMAN CONNECTED PHASE 2																			
Task No.	Description	Project Manager	Staff Roadway Engineer	Assistant Roadway Engineer	Senior Traffic Engineer	Staff Traffic Engineer	Senior CAD Designer	Staff CAD Designer	Assistant CAD Designer	ENV Lead	CR/BIO Leads	ENV Sci/GIS	Assist ENV Sci	Senior Outreach Specialist	Staff Outreach Specialist	Assistant Outreach Specialist	Labor Hours	Labor Cost	
		R. Williams	S. Gilliam	T. Wilkerson	E. Widder	J. Hartman	L. Rainey	A. Riechart	J. Cram	Cannon-Mackey	Harris/Roh	Holifield	TBD	M. Green	K. Meyer	M. Vanderburg			
	Staff Name																		
	Bill Rate	\$ 266.00	\$ 188.00	\$ 143.00	\$ 188.00	\$ 166.00	\$ 205.00	\$ 166.00	\$ 104.00	\$ 266.00	\$ 188.00	\$ 143.00	\$ 120.00	\$ 188.00	\$ 143.00	\$ 104.00			
1	Survey & Related Services	0.0	8.0	8.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	\$ 5,480.00	
1.01	Project Survey & LIDAR Targeting																		
1.02	Mobile LIDAR Data Acquisition																		
1.03	Mobile LIDAR Data Processing																		
1.04	Mobile LIDAR Data Extraction																		
1.05	Property Mapping																		
1.06	Utility Survey																		
1.07	Field Reconnaissance																32	\$ 5,480.00	
2	Preliminary Design (30%)	20.0	166.0	168.0	30.0	0.0	192.0	139.0	83.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	824.0	\$ 141,642.00	
2.00.A	30% Preliminary Design		80.0	80.0			80.0	40.0	40.0								320	\$ 53,680.00	
2.00.B.01	Title Sheet						4.0	4.0									8	\$ 1,484.00	
2.00.B.02	Typical Sections	8.0					4.0										16	\$ 3,612.00	
2.00.B.03	Plan & Profile Sheets		60.0	60.0			52.0	26.0	26.0								224	\$ 37,540.00	
2.00.B.04	Survey Reference Sheets						4.0	4.0									8	\$ 1,484.00	
2.00.B.05	Intersection Details		16.0				16.0	16.0									48	\$ 8,944.00	
2.00.B.06	Driveway Profiles			20.0													20	\$ 2,860.00	
2.00.B.07	Pavement Marking Plans				26.0			13.0	13.0								52	\$ 8,398.00	
2.00.B.08	Cross Sections						16.0	16.0									32	\$ 5,936.00	
2.01.C	Opinion of Probable Construction Cost	4.0	8.0	8.0			8.0	8.0	4.0								40	\$ 7,436.00	
2.01.D	Quality Control	4.0	20.0		4.0		8.0	8.0								4.0	48	\$ 8,960.00	
2.01.E	Preliminary Plan Submittal	1.0															1.0	2	\$ 370.00
2.01.F	Preliminary Plan Meeting	2.0	2.0														4	\$ 908.00	
2.01.G	Preliminary Plan Re-Submittal	1.0														1.0	2	\$ 370.00	
3	Right-of-Way Plan Development (60%)	16.0	142.0	136.0	300.0	60.0	218.0	286.0	228.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	1392.0	\$ 233,262.00	
3.01.A	60% Right of Way Design		80.0	100.0			80.0	80.0	40.0								380	\$ 63,180.00	
3.01.B.01	Title Sheet						4.0	4.0									8	\$ 1,484.00	
3.01.B.02	Typical Sections	4.0					4.0	4.0									12	\$ 2,548.00	
3.01.B.03	Plan & Profile Sheets						52.0	26.0	26.0								104	\$ 17,680.00	
3.01.B.04	Survey Reference Sheets						2.0	2.0									4	\$ 742.00	
3.01.B.05	Intersection Details		8.0				16.0	16.0									40	\$ 7,440.00	
3.01.B.06	Driveway Profiles			8.0				8.0									16	\$ 2,472.00	
3.01.B.07	Miscellaneous Details		16.0	16.0			16.0	16.0									64	\$ 11,232.00	
3.01.B.08	Storm Sewer Profiles		4.0				8.0										12	\$ 2,096.00	
3.01.B.09	Summary of Quantity Sheets		4.0	4.0													24	\$ 3,980.00	
3.01.B.10	Lighting Plans				52.0			26.0	26.0								104	\$ 16,796.00	
3.01.B.11	Signing Plans				52.0			26.0	26.0								104	\$ 16,796.00	
3.01.B.12	Pavement Marking Plans				52.0			26.0	26.0								104	\$ 16,796.00	
3.01.B.13	Traffic Signal Plans				60.0	20.0			40.0								120	\$ 18,760.00	
3.01.B.14	Traffic Control Plans				80.0	40.0			40.0								160	\$ 25,840.00	
3.01.B.15	Cross Sections						20.0	20.0									40	\$ 7,436.00	
3.02.C	Opinion of Probable Construction Cost	4.0	8.0	8.0			8.0	8.0	4.0								40	\$ 7,096.00	
3.02.D	Quality Control	4.0	20.0		4.0		8.0	8.0								4.0	48	\$ 8,960.00	
3.02.E	Right-of-Way Plan Submittal	1.0															1.0	2	\$ 370.00
3.02.F	Right-of-Way Plan Review Meeting	2.0	2.0														4	\$ 908.00	
3.02.G	Right-of-Way Plan Re-Submittal	1.0														1.0	2	\$ 370.00	
4	Final Plan Development (100%)	16.0	102.0	40.0	192.0	50.0	141.0	149.0	139.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	835.0	\$ 142,267.00	
4.01.A	100% Final Plan Design		16.0	16.0			40.0	12.0	12.0								96	\$ 16,736.00	
4.01.B.01	Title Sheet						2.0	2.0									4	\$ 742.00	
4.01.B.02	Typical Sections	4.0					2.0	2.0									8	\$ 1,806.00	
4.01.B.03	Plan & Profile Sheets						20.0	16.0	12.0								48	\$ 8,004.00	
4.01.B.04	Survey Reference Sheets						1.0	1.0									2	\$ 371.00	
4.01.B.05	Intersection Details		4.0				8.0	8.0									20	\$ 3,720.00	
4.01.B.06	Driveway Profiles			4.0				4.0									8	\$ 1,236.00	
4.01.B.07	Miscellaneous Details		8.0	8.0				12.0	12.0								40	\$ 5,888.00	
4.01.B.08	Inlet & Manhole Details						2.0										4	\$ 786.00	
4.01.B.09	Storm Sewer Profiles		4.0				8.0										12	\$ 2,392.00	
4.01.B.10	Schedule of Inlets and Manholes		4.0				8.0										12	\$ 2,392.00	
4.01.B.11	Summary of Quantity Sheets		4.0	4.0				16.0									24	\$ 3,980.00	
4.01.B.12	Temporary Erosion & Pollution Control Plans		26.0				26.0	13.0									65	\$ 12,376.00	
4.01.B.13	Lighting Plans				26.0			13.0	13.0								52	\$ 8,398.00	
4.01.B.14	Signing Plans				26.0			13.0	13.0								52	\$ 8,398.00	
4.01.B.15	Traffic Signal Plans				30.0	10.0		30.0	20.0								60	\$ 9,360.00	
4.01.B.16	Pavement Marking Plans				26.0			13.0	13.0								52	\$ 8,398.00	
4.01.B.17	Traffic Control Plans				80.0	40.0			40.0								160	\$ 25,840.00	
4.01.B.18	Cross Sections		4.0				8.0	8.0									20	\$ 3,720.00	
4.02.C	Opinion of Probable Construction Cost	4.0	8.0	8.0			8.0	8.0	4.0								40	\$ 7,096.00	
4.02.D	Quality Control	4.0	20.0		4.0		8.0	8.0								4.0	48	\$ 8,960.00	
4.02.E	Final Plan Submittal	1.0															1.0	2	\$ 370.00
4.02.F	Final Plan Review Meeting	2.0	2.0														4	\$ 908.00	
4.02.G	Final Plan Re-Submittal	1.0														1.0	2	\$ 370.00	
5	Public Outreach	12.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	94.0	30.0	212.0	\$ 34,314.00	
5.01	Public Information Plan Development													12.0	16.0		28	\$ 4,544.00	
5.02	Content Creation													30.0	48.0	18.0	96	\$ 14,376.00	
5.03	Public Information Meeting #1	6.0					8.0							9.0	15.0	6.0	44	\$ 7,697.00	
5.04	Public Information Meeting #2	6.0					8.0							9.0	15.0	6.0	44	\$ 7,697.00	
6	Utility & Right-of-Way Coordination	11.0	4.0	0.0	0.0	0.0	0.0	12.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	35.0	\$ 6,502.00	
6.01.A	Utility Contact List																2.0	\$ 208.00	
6.01.B	Utility Mapping Review		4.0					4.0									8	\$ 1,416.00	
6.01.C	Utility Mapping Plans							8.0	4.0								12	\$ 1,744.00	
6.01.D	Utility Project Notification	2.0															4	\$ 740.00	
6.01.E	Preliminary Plan Utility Coordination	2.0															2	\$ 532.00	
6.01.F	Right of Way Plan Utility Coordination	2.0															2	\$ 532.00	
6.01.G	Final Plan Utility Coordination	2.0															2	\$ 532.00	
6.02.A	Right-of-Way Exhibit & Descriptions																		
6.02.B	Right-of-Way Meetings	3.0															3	\$ 798.00	
7	Environmental	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	44.0	172.0	518.0	160.0	0.0	0.0	0.0	904.0	\$ 286.00	
7.01	Environmental Coordination Kick-Off			2.0						4.0							6	\$ 286.00	
7.02	Desktop and Field Data Collection			2.0						2.0							4	\$ 286.00	
7.03.A	Impact Assess - Cultural Resources									6.0	130.0	380.0	160.0				676	\$ 99,576.00	
7.03.B	Impact Assess - Community Impacts/EJ									4.0							44	\$ 6,584.00	
7.03.C	Impact Assess - Land Use-Public Lands									2.0							8	\$ 1,390.00	
7.03.D	Impact Assess - Section 4(f)/6(f)									4.0	16.0	4.0					24	\$ 4,644.00	
7.03.E	Impact Assess - Vegetation & Land Cover									2.0	4.0						6	\$ 1,284.00	
7.03.F	Impact Assess - Protected Species									2.0	4.0						6	\$ 1,284.00	
7.03.G	Impact Assess - Water Resources									2.0	4.0						6</		

April 02, 2024

Burns & McDonnell
Attn: Ronnie Williams, PE, PTOE – Senior Associate Traffic Engineer/Department Manager
9400 Ward Parkway
Kansas City, MO 64114

Re: Mapping Proposal for S. Sterling Ave. in Independence, MO

Mr. Williams,

Surveying Solutions, Inc. appreciates the opportunity to provide a proposal for completing mapping for a portion of the S. Sterling Ave. project in Independence, MO as shown in the KMZ provided.

Attachment “A” outlines the scope of services that will be performed as requested.

If you have any questions, comments, or concerns, please do not hesitate to call our office. Thank you for the confidence in our firm and the opportunity to provide services to Burns & McDonnell.

Sincerely,

SURVEYING SOLUTIONS, INC.



Kyle Everitt
Project Manager
keveritt@ssi-mi.com
o: (989)-846-6601
m: (989)-387-0701

surveying FOR TODAY... **solutions** FOR THE FUTURE...™

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1000 S. US-27, St. Johns, Michigan 48879 • tel 989-227-9212 • fax 989-224-2729
3734 Fortune Boulevard, Saginaw, MI 48603 • tel 989-798-0527 • fax 877-581-6645
www.ssi-mi.com

ATTACHMENT “A”

PROJECT DESCRIPTION

SSI will survey and map the limits as shown below regarding the S. Sterling Ave. project in Independence, MO for Burns & McDonnell. SSI will provide a control plan that will be utilized to adjust the LiDAR from the Mobile (MLS) acquisition and perform extraction for mapping purposes.

SURVEY REQUIREMENTS

This survey shall comply with the requirements of the Burns & McDonnell Standards. It is anticipated that the topographic mapping for this project will be acquired using Mobile LiDAR and conventional ground survey methods for the obscured areas in the scan. This data from various sources will be merged to create the final deliverables requested. SSI will be tasked with providing the overall mapping deliverables. A local surveyor will be responsible for the control work and pickup survey of the obscured areas.

PROJECT OVERVIEW

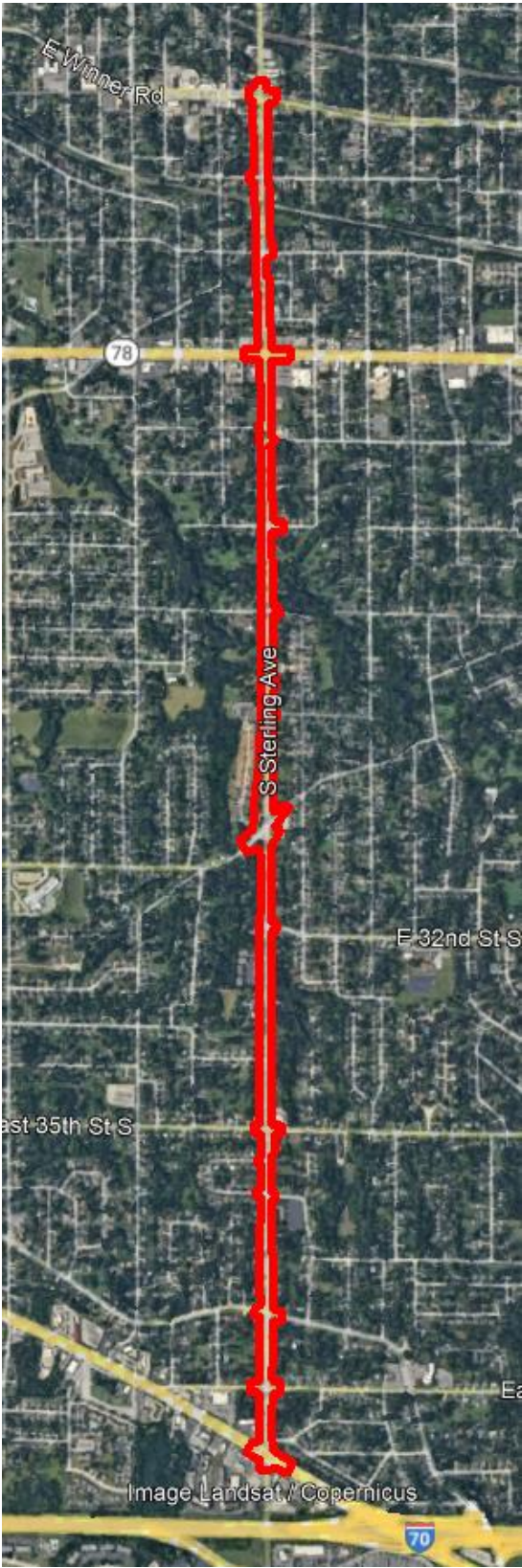
SSI will provide mobile LiDAR surveying and mapping services for the S. Sterling Ave. project. The immediate use of the collected LiDAR data will be to extract the required information on the existing system for design purposes. The LiDAR collected data will also be available for other groups to use when needs arise for survey/mapping data across the system.

Utilizing a standard vehicle, SSI will deploy its mobile LiDAR system to scan and locate all the visible features throughout the project. SSI is proposing to use the Riegl VMX-1HA Mobile LiDAR survey system that has a pulse rate of 2 million points/second and collects digital imagery or video on everything in the line-of-sight of the system. The system will create a rich 3D point cloud of data that effectively models everything it sees in full 3D clarity. The mobile scan occurs from the vehicle moving at maintenance or posted speeds so the system can be scanned very efficiently and quickly. Additionally, this LiDAR application enhances safety by reducing the risks to field personnel. The acquired LiDAR data will be post-processed and prepared to have the specific roadway features (assets) extracted into CADD format. The extraction process works within the MicroStation environment creating DGN files that graphically show the asset feature locations.



LIMITS OF WORK

Based on the information provided, SSI is proposing to map the following (per KMZ file previously provided):



APPROACH

Significant effort has been spent to develop an approach that fully meets the needs and requirements of the project while also minimizing the impact on the roadway.

The main components for the field data acquisition are the setting and surveying of the LiDAR targets and performing the scanning operations. The methodology for this project calls for LiDAR targets to be set and surveyed at +/-500' intervals across the project limits by a local surveyor at intersecting cross streets. LiDAR targets will be set on the shoulder of the roadway that is easily visible to the scanner and safe for the surveyors to set. Since the scanning operation will be completed before the LiDAR points are set, LiDAR points will be visible features along the project corridor. Photo points consist of catch basins, concrete edges, concrete foundation corners, warning devices, paint markings, etc. This is a proven system that has been successful on several projects that SSI has completed work on.

Use of mobile mapping methods will be utilized for completion of most of this project providing a savings in schedule, time and costs, improved safety and reduced traffic control and costs, among other benefits can be shown while providing the required data accuracy.

Project Planning:

SSI will attend a WEBEX meeting with the project team. The purpose of the meeting will be as follows:

- Meet with the Project Manager for the project.
- QA/QC the proposed project limits to make sure that what is proposed will satisfy the designer.
- Discuss the requirements of the control needed for the scan and the limitations of movement that are acceptable. The LiDAR points will be Photo-identifiable objects along the project corridor.
- A Mobile Mapping trajectory plan and a ground control target layout plan can be provided to the Prime for the local surveyor.
- Discuss the need for incorporating in the GPS reference station that SSI will utilize during the scan acquisition into the Primary network.
- Supply an obscure drawing for an area of missing coverage that will need conventional surveying (We anticipate that this will be minimal within the project corridor).

Survey Control:

SSI will provide a Mobile LiDAR targeting plan to Burns and McDonnell that will be completed by others. SSI would need the control values in both Grid and Ground along with the scale factor as a check.

Mobile LiDAR Data Acquisition:

- 1) LiDAR acquisition shall be done when pavement is dry.
- 2) Mobile LiDAR acquisition should be obtained at traffic speeds to avoid impeding traffic but also ensuring adequate spacing from surrounding traffic, so LiDAR collection is not obscured by traffic.
- 3) Multiple passes will be needed to eliminate as many obscured areas as possible. SSI will provide an obscured file to the Prime.
- 4) LiDAR acquisition settings and operating speed shall be done in a manner to maintain accurate data and consistent data spacing throughout the project.
- 5) LiDAR acquisition shall include collecting images along the trajectory routes to colorize the point cloud. Images will also be required for supplemental viewing by designers. These images shall be rotated to an upright view, if needed, indexed, geo-referenced and delivered with associated trajectory and with the LiDAR data.
- 6) Data acquisition of the roadway will proceed according to the plan approved by the project review meeting. The mobile LiDAR system will capture scan data and digital images.

- 7) LiDAR data horizontal and vertical accuracy will be 3mm relatively. The absolute accuracies will be +/-0.06' horizontally and +/-0.02' vertically to the control.
- 8) Spherical imagery will be collected for the project comprised of (6) camera perspectives.

Mobile LiDAR Data Processing:

- 1) All coordinates shall be referenced horizontally to the North American Datum 1983 (NAD 83), and vertically to the North American Vertical Datum 1988 (NAVD 88) utilizing Geoid 2018.
- 2) Utilizing the project GPS control and inertial data, a Smoothed Best Estimate Trajectory (SBET) shows the three-dimensional route of the Mobile.
- 3) A Mapping System will be created and evaluated for accuracies.
- 4) Once the SBET has been created, SSI will spatially reference the laser range data to create the LAS point cloud data to check for data inconsistencies, gaps, and data separations.
- 5) After the laser spatial reference process, SSI will then geo-correct the laser point cloud data to the target points and their corresponding values.
- 6) The trajectories, as driven, shall be processed/refined, combined with the LiDAR data that has been acquired, and shall be registered to the ground control targets. A portion of the ground control targets (typically about 1/3 to 2/3 of the total targets) shall be withheld from the registration process and used as independent points solely for validation of the point cloud and derived project data.

Extraction/Mapping:

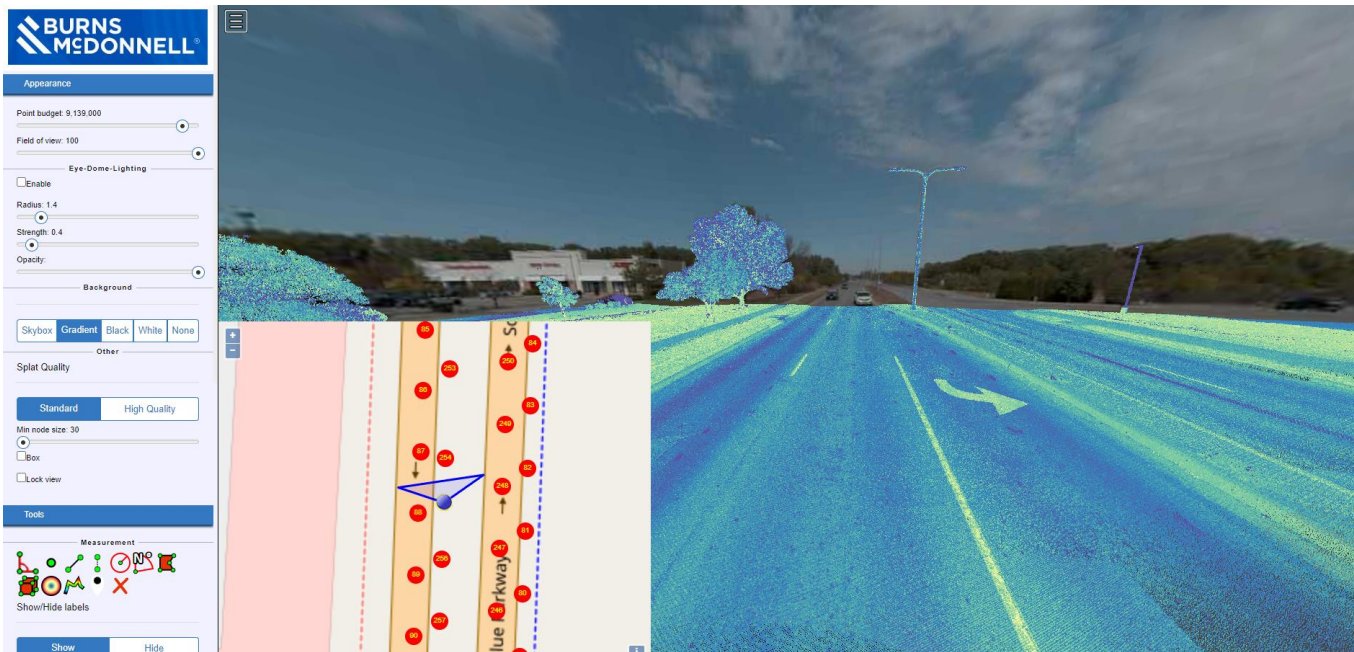
SSI technicians will utilize the adjusted point cloud data to perform the mapping for the project. SSI has been performing this type of work for several years and has established a workflow that provides clients with the best mapping deliverables that are available to the conditions of the scan. Each routine from line work to asset extraction will be extracted by a highly trained technician and reviewed by an additional technician. This provides redundancy that minimizes supplemental surveying during the client's field check. SSI will extract all hard surfaces and features that are visible in the scan as outlined within the KMZ boundary. Data extracted from LiDAR shall be delivered with a consistent spacing used by all operators. No significant spacing differences should be detectable in the extracted mapping throughout the project.

The SSI Mobile mapping system will collect all mapping components including pavement, curb, driveways, sidewalk, and all assets within the project limits. Extraction will extend to the limits of KMZ down sideroads from mainline to provide adequate mapping for ADA. Mapping will also extend to build faces on the project corridor.

Project Deliverables:

SSI will provide the following project deliverables:

- 1) Geo-corrected LAS files and POD files
- 2) Scan adjustment report PDF files.
- 3) Digital imagery obtained during the data acquisition phase in JPG with csv's.
- 4) Final mapping and will include the supplemental mapping by others.
- 5) LiDAR/Imagery viewer of the project's LiDAR and spherical Imagery for one year from the time of the collection. The viewer can be managed up to ten concurrent users and can manage an unlimited number of users assigned to the project. Administrative rights will be provided to one specific person from the client to coordinate permissions.



6) Final Report Containing:

- a) Project report describing in detail how the mobile mapping project was done, number and general location of passes to acquire data, equipment used, datum surveyed on, and results of the processing.
- b) Comparison spreadsheet showing the differences (fit) of the point cloud to the validation points. This spreadsheet shall include a resultant summary in NSSDA format showing the 95% difference in horizontal X and Y, and Vertical Z for the project.

Fees:

SSI fees will be in the Lump Sum amount of **\$99,370** and be invoiced upon the project completion with a net 30 term of payment.

Assumptions:

The following assumptions were made for developing the budget estimates for this proposal. If any of these assumptions prove to be incorrect, additional services and a budget may be required.

- No permit costs are budgeted for this project and associated permit costs would be an additional expense.
- The acquisition crew will not move any stockpiled material or debris to accomplish the survey.
- SSI is assuming that there is no training related to the project.
- If any additional coordinate is needed within the project, the Prime will be responsible for all coordination. SSI is anticipating no coordination is necessary for this type of project.
- SSI is anticipated one day of acquisition related to this project.
- The Grid to Ground scale factor will be provided to SSI by the control team.
- SSI is assuming that their other current insurance coverage will be adequate for the project. See below for SSI's current insurance coverage.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			EPP0052155/EBA0052155	01/01/2023	01/01/2026	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	☒ Valable Papers \$150,000						MED EXP (Any one person)	\$ 10,000	
	☒ Contractual Liability/XCU Coverage						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
								\$	
A	AUTOMOBILE LIABILITY			EPP0052155/EBA0052155	01/01/2023	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	☒ HIRED AUTOS ONLY	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								PIP-Property damage	\$ 3,000
A	☒ UMBRELLA LIAB	☒ OCCUR		EPP0052155/EBA0052155	01/01/2023	01/01/2026	Each Occurrence	\$ 10,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	☐ DED	☐ RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			100083551	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			EO000048312-05	01/01/2023	01/01/2024	Per Claim	\$3,000,000	
							Aggregate	\$3,000,000	

If you have any questions, comments, or concerns please reach out.

Thanks,

Kyle Everitt



KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014084
MO SUR COA: #2022014231

ALC
ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
913-702-5073
14500 Parallel Road, Unit R, Basehor KS 66007
ANDREA@ALCONSULT-LLC.COM

APRIL 3, 2024

Burns and McDonnell
Attn, Ronnie Williams PE
9400 Ward Parkway
Kansas City Mo. 64114

SUBJECT: Independence, MO, Sterling Ave. approximately 2.7 miles from 40 Highway to Winner Road.

Thank you for the opportunity, we look forward to working on this project with you.

SCOPE OF WORK:

Control, BM's and mapping targets

Set permanent control (Horizontal and vertical), locate all mapping points (approximately 111) Vertical level loop with digital level

Field 56 hrs. x \$195 = \$10,920

Office cad tech 24hrs. x \$125 = \$3,000

PLS 4 hrs. x \$150 = \$600

Total \$14,520

Property strip map

Find and locate existing property, create ownership strip map including ROW's.

Field 120 hrs. x \$195 = \$23,400

Office cad tech 100 hrs. x \$125 = \$12,500

PLS 20 hrs. x 150 = \$3,000

Total \$38,900

Utilities including storm and sanitary sewers with inverts.

Field 160 hrs. x \$195 = \$31,200

Office cad tech 100 hrs. x \$125 = \$12,500

PLS 40 hrs. x 150 = \$6,000

Total \$49,700

Survey of obscure areas

Field 24 hrs. x \$195 = \$4,680

Office 16 hrs. x \$125 = \$2,000

PLS 4 hrs. x 150 = \$600

Total \$7,280

Total \$110,400

Preparing legal exhibits & descriptions \$500 per description and exhibit x 20 = \$10,000.

Title report approximately 20 properties x \$300 each = \$6,000.

APPENDIX B - TRAFFIC SIGNAL REPAIR NEEDS

Signal Pole Structural Assessment Details

Summary								Pole and Base Plate Assessment															Mast Arm Assessment			
Object ID	N-S Street	E-W Street	Quadrant	Inspection Date	Priority Ranking	Status	Comments	Paint Required	Corrosion	Luminaire Intact	Cracks / Dents in Pole	Pole Plumb	Puncture in Pole	Anchor Bolts	Base Condition	Hand Hole	UltraSonic Thickness Test Performed	Penetrant Test Performed	Magnetic Particle Test Performed	Photos Taken	Comments	Mast Arm Bolts	Mast Arm Coating	Mast Arm Damage	Comments	
3	Sterling Avenue	35th Street	SW	2022-12-07 4:13	14	schedule for Replacement	Corrosion and puncture	N	MINOR	Y	N	YES	YES	LOOSE	GOOD	GOOD	Y	N	N	Y		ACCEPT	SEVERE	NONE		
4	Sterling Avenue	35th Street	NW	2022-12-06 22:17	15	schedule for Replacement	Puncture	N	NONE	Y	N	YES	YES	GOOD	GOOD	GOOD	Y	N	N	Y		ACCEPT	ACCEPT	NONE		
28	Sterling Avenue	39th Street	SW	2022-12-09 22:55	12	schedule for Replacement	Large dent	N	NONE	Y	N	YES	NO	GOOD	GOOD	GOOD	Y	N	N	Y	Large dent	ACCEPT	ACCEPT	NONE		
26	Sterling Avenue	39th Street	NE	2022-12-09 22:48	16	schedule for Replacement	Puncture	N	NONE	Y	N	YES	YES	GOOD	GOOD	GOOD	Y	N	N	Y		ACCEPT	ACCEPT	NONE		
30	Sterling Avenue	Blue Ridge Boulevard	NW	2022-12-06 23:14	22	Work Needed	Grind corrosion and repair	N	MINOR	N/A	N	YES	NO	GOOD	GOOD	GOOD	Y	N	N	Y		ACCEPT	ACCEPT	NONE		
5	Sterling Avenue	Sheley Road	NE	2022-12-09 22:45	1	schedule for Replacement	Cracks and puncture holes	N	NONE	Y	Y	YES	YES	GOOD	GOOD	LOOSE	Y	N	N	Y	Base appears to be repaired.	ACCEPT	ACCEPT	NONE		
7	Sterling Avenue	Sheley Road	SW	2022-12-09 22:54	10	schedule for Replacement	Puncture	N	NONE	Y	N	YES	YES	GOOD	GOOD	LOOSE	Y	N	N	Y		ACCEPT	ACCEPT	NONE		
8	Sterling Avenue	Sheley Road	NW	2022-12-09 22:58	24	Work Needed	Tighten anchor bolts - M	N	NONE	Y	N	YES	NO	LOOSE	GOOD	GOOD	Y	N	N	Y		ACCEPT	ACCEPT	NONE		
9	Sterling Avenue	Winner Road	SE	2022-12-08 23:15	13	schedule for Replacement	Large dent	N	NONE	Y	N	YES	NO	GOOD	GOOD	GOOD	Y	N	N	Y	Large dent and scratch	ACCEPT	ACCEPT	NONE		
10	Sterling Avenue	Winner Road	NW	2022-12-08 23:21	26	Work Needed	Tighten mast arm bolts	N	NONE	Y	N	YES	NO	GOOD	GOOD	GOOD	Y	N	N	Y			LOOSE	ACCEPT	NONE	

Cell Highlight Legend

Immediate Need

High Priority

Medium Priority

Low Priority

Item of Note



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue purchase orders to Design Mechanical for an amount not to exceed \$338,650 for HVAC maintenance services, repairs and replacements.

Recommendations:

Staff recommends Council approval to issue purchase orders to Design Mechanical.

Background:

City Departments utilize Design Mechanical to help with repairs, maintenance, and replacements as needs arise. The City is utilizing the University of Kansas Hospital cooperative contract #CON-000154 which gives us an hourly rate discount for our HVAC maintenance and repairs. Design Mechanical technicians understand the City's mechanical systems which also allows them to troubleshoot and identify problems faster when systems are down. They have an excellent work history and response time working with various City departments.

Section 8.06.004, Paragraph 4 of the City Codes states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative contract being used has been established pursuant to RSMo. 70.220, or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item will authorize change orders up to a total of ten (10) percent of the authorized amount, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$338,650. Funding was included in the FY24-25 proposed budget book for the Facilities Division, page 138, account 0026015-5211, for \$90,000; for the Landmark Building, page 273, total of \$11,650 split as follows: account 0026505-5211-002 for \$3,844, account 0026505-5211-020 for \$1,398, account 0026505-5211-030 for \$1,014, account 0026505-5211-040 for \$2,365, account 0026505-5211-095 for \$3,029; for the Parks|Recreation|Tourism divisions as follows: Sermon Center, page 131, account 0126048-5211 for \$10,000; Palmer Center, page 126, account 0126043-5211 for \$5,000; George Owens Nature Park, page 123, account 0126040-5211 for \$2,000, and for various historic sites, page 135, account 0046063-5211 for \$20,000; for the Fire Department, page 222, account 0174671-5211 \$50,000; for IPL, page 269, account 0206122-5211 for \$150,000.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

Morris Heide
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to TMS Inc. for an amount not to exceed \$53,762.00 for Filter Surface Wash System Piping Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

Recommendations:

Council approval is recommended to issue a purchase order.

Background:

The surface wash piping replacement project is necessary to replace existing, failing pipe with new stainless steel pipe which will provide a much longer service life. Filters are washed every 56 hours to remove any settlement. This is a required step in the process to provide customers clean drinking water.

The Procurement Division issued Invitation to Bid (ITB) #24022 on April 24, 2024 on the e-procurement website, Public Purchase, that the city uses for solicitations. The bid closed on May 9, 2024. Two (2) firms, MegaKC and TMS Inc, provided bids. After staff review, TMS Inc. was the lowest and most responsive bid.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$53,762.00. Funding for this work is included in the fiscal year 2023-24 adopted budget, page 262, account number (40-4830-5212-Water Fund) Other Operating Expenses.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB#24022 - Filter Wash System Piping Replacement at CBWTP
2. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map

Invitation To Bid #24022 - Filter Surface Wash System Piping Replacement at the Courtney Bend Water Treatment Plant
 Bid Closing Date - May 9th, 2024

Vendor					MegaKC Corporation		* TMS Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Surface wash system piping and mounting for filter no. 1.	Provide all labor, expertise, equipment, materials, and services required and as specified for material supply, fabrication, and delivery of surface wash system piping and mounting for filter no. 1.	1	Job	\$29,900.00	\$29,900.00	\$26,881.00	\$26,881.00
2	Surface wash system piping and mounting for filter no. 4.	Provide all labor, expertise, equipment, materials, and services required and as specified for material supply, fabrication, and delivery of surface wash system piping and mounting for filter no. 4.	1	Job	\$29,900.00	\$29,900.00	\$26,881.00	\$26,881.00
3	Surface wash system piping and mounting for filter no. 5.	Provide all labor, expertise, equipment, materials, and services required and as specified for material supply, fabrication, and delivery of surface wash system piping and mounting for filter no. 5.	1	Job	\$33,340.00	\$33,340.00	\$26,881.00	\$26,881.00

Invitation To Bid #24022 - Filter Surface Wash System Piping Replacement at the Courtney Bend Water Treatment Plant
 Bid Closing Date - May 9th, 2024

Vendor					MegaKC Corporation		* TMS Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
4	Surface wash system piping and mounting for filter no. 9.	Provide all labor, expertise, equipment, materials, and services required and as specified for material supply, fabrication, and delivery of surface wash system piping and mounting for filter no. 9	1	Job	\$28,320.00	\$28,320.00	\$26,881.00	\$26,881.00
5	Surface wash system piping and mounting for filter no. 10.	Provide all labor, expertise, equipment, materials, and services required and as specified for material supply, fabrication, and delivery of surface wash system piping and mounting for filter no. 10.	1	Job	\$28,320.00	\$28,320.00	\$26,881.00	\$26,881.00
TOTAL						\$149,780.00		\$134,405.00

* TMS Inc. recommended for award based on low bid for products and services. Initial approval only recommended for lines 2 & 3 totalling \$53,762.00.

Google Maps Google Maps



Imagery ©2015 Google, Map data ©2015 Google 200 ft

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is recommended to enter a contract with Cigna for Post-65 Medical Insurance Coverage, for one year with four, one-year renewal options.

Recommendations:

Council approval to issue a contract.

Background:

Staff, working with CBiz (City Consultant) issued a Request for Proposals (RFP) for Post-65 Medical Insurance Coverage on February 13, 2024. The RFP was published on Public Purchase, the City's e-bidding system, with notices sent to numerous potential respondents. Four firms responded by the March 1, 2024 deadline.

A team comprised of three city retirees evaluated the proposals. Proposals were received and initially vetted through CBiz. The evaluation criteria were: 1) responsiveness, 2) plan design match, 3) pricing and 4) program enhancements.

Responses were received through Cigna, Retiree First, The Hartford and United America. Cigna was by far the most thorough proposal of the four respondents. A report of the process and evaluation details are provided by the attached report provided by CBiz.

Cigna has proposed an 8.3% increase to the pharmacy plan, a 0.2% decrease to the Custom Plan, a 2.9% increase to the F Plan, a 5.3% increase to the G Plan and a 27.6% increase to the Advantage Plan for 2025. Cigna has included a 5% rate cap for both the pharmacy and Advantage plans in 2026. Until the final 2025 Medicare rates are released in the fall of 2024, Cigna will not have the official renewal rates.

Emergency Justification:**Fiscal Impact:**

The cost to the City can only be estimated at this time due to the 2025 Medicare rates not being released until the fall of 2024. Currently, the City pays 80% of the Custom plan (either with or without Rx, though largely people choose "with,"), then, if the retiree wants one of the other plans, they pay the cost difference, but the City's contribution does not change from 80% of the Custom plan. This is called a Defined Contribution strategy, and is a common way to structure employer contributions. Since that contribution cost is projected to go up from \$312.16 to \$327.11, the City's portion does increase by about \$12/retiree/month, resulting in an estimated \$141,000 increase to the City.

Council Action:

Department / Contact	Human Resources /
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REVIEWERS

Mike Jackson
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. City of Independence Council Slides for Post-65



2025 POST-65 MEDICAL MARKETING PRESENTATI



July 15, 2024 

Medical Marketing Process



- The City currently offers a package of 4 fully-insured Medicare supplemental programs (3 Surround plans, 1 Advantage plan) through Cigna to eligible retirees over the age of 65.
- The City has been in a 5-year contract with Cigna that prohibited the marketing of Cigna-administered plans through the 2024 plan year.
- Through the City's Procurement department, CBIZ distributed a Request for Proposal (RFP) to the local and national market for the City's Post-65 Retiree Medical Program, as part of a marketing for all other Cigna-administered lines, for coverage to begin on January 1, 2025.
- Some vendors were invited by CBIZ to respond, and some responded after finding the public bid online.

Medical Marketing Summary



Carrier Post-65	Status	Comments
Cigna (incumbent)	Quoted	Invited by CBIZ to respond
Retiree First	Quoted	Invited by CBIZ to respond
The Hartford	Quoted	Responded after finding public bid
United America	Quoted	Responded after finding public bid
Aetna	Declined to Quote	Unable to offer competitive plan
BlueKC	Declined to Quote	Unable to offer competitive plan
United Healthcare	Declined to Quote	Unable to offer competitive plan

Vendor Response Scoring



- Respondents were scored by 3 Retiree members of the RFP Sub-committee and were judged based on Responsiveness, Plan Design Match, Pricing, and Program Enhancements, with a maximum score of 20 points per category.
- Scoring follows:

		* Cigna *			Retiree First			The Hartford			United America		
	Maximum Points	A	B	C	A	B	C	A	B	C	A	B	C
Responsiveness	20	19	19	20	13	12	12	12	10	11	12	10	12
Plan Design Match	20	20	20	20	9	5	8	7.5	5	2	10	5	7
Pricing	20	20	18	18	8	5	9	13	10	11	12	7	12
Program Enhancements	20	20	20	20	0	0	0	7.5	5	8	8	5	8
<i>Total Points</i>	<i>80</i>	<i>79</i>	<i>77</i>	<i>78</i>	<i>30</i>	<i>22</i>	<i>29</i>	<i>40</i>	<i>30</i>	<i>32</i>	<i>42</i>	<i>27</i>	<i>39</i>
Average		78			27			34			36		

Vendor Response Commentary



Cigna:

The effort on this proposal is excellent. Table of Contents and page numbering made for ease of review. This is the only proposal that offers both a vendor and one insurance company, with no third-party insurance offerings.

Retiree First:

This proposal comes from a management firm that brokers and manages retiree insurance and involves three insurance companies: Humana, United American, and Blue Cross Anthem. It is obvious based on other vendor proposals pricing that they benefit by up charging on the third-party vendors they propose. I am not sure they belong in the RFP proposal. There was presentation packaging. The table of contents and information does not have numbered pages and the information for the multiple vendors is all over the place. This proposal is mixed in with a commentary of what they can do for you. All insurance is third party.

Vendor Response Commentary



The Hartford:

The package they put together was easy to read but they did not answer many of the questions they were asked. Their plan did not match the current plan. They did not submit an Advantage plan. They did not submit vision coverage. There were also questions about coverage for pre-existing conditions. The pricing was high and with less benefits.

United American:

The package they presented was very hard to follow. They were unable to provide an Advantage plan and went to Humana for that. They were unable to do a plan match with their plan the deductible was \$1500 instead of \$800 as well as no vision insurance. The pricing was high, and benefits were reduced. No enhancements that made up for the price and less benefits.

Vendor Response Commentary



Summary:

This RFP shows that Cigna is providing excellent coverage at a responsible cost. Cigna provided the best overall offerings in all categories. Retiree First is a broker and all insurance is provided by a third party, which would make the administrative side of the plan harder to deal with for both the City and plan participants. Hartford did not bid an Advantage plan and did not cover pre-existing conditions. United American does not use all the same vendor for coverage and would make the administrative side more confusing for all.

For the Pharmacy bids, Cigna is offering the current coverage and would not cause disruption for participants. All of the pharmacy (part D) plans were similar in cost except Retiree First which was higher depending on which vendor was used.

Cigna has submitted an excellent proposal in all categories which include responsiveness, plan design match, pricing, and program enhancements. They continue to offer the best pricing and program in review of all the RFP proposals

Evaluation Summary



- The panel's evaluation determined that Cigna, the incumbent, offered the most comprehensive program to match current offering, and offered the most competitive pricing for the City and for Retirees.
- Panel Recommendation: Maintain post-65 medical coverage and renew plans with Cigna in the fall, when final Medicare rates are published, and Cigna issues the 2025 renewal.



PROPOSAL SUMMARIES

Post-65 Proposal – Cigna



Benefit description	Advantage Plan	Custom Plan	Plan F	Plan G
Deductible	No deductible	\$800 per individual deductible	No deductible	Medicare Part B individual deductible
Coinsurance	You pay 0%; plan pays 100%	You pay 20%; plan pays 80%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Out-of-Pocket Maximum	No max out-of-pocket	\$3,000 per individual	No max out-of-pocket	No max out-of-pocket
Office Visits				
Preventive Care	\$0	\$0	\$0	\$0
Primary Care	\$0	\$35 copay	\$0	\$0
Specialists (including mental health)	\$0	\$45 copay	\$0	\$0
Chiropractic	\$0	\$45 copay	\$0	\$0
Short-term Rehabilitation	\$0	\$45 copay	\$0	\$0
Urgent Care	\$0	\$50 copay	\$0	\$0
Emergency Room	\$0	\$150 copay	\$0	\$0
Hospital Services—facility fees				
Inpatient	\$0	Days 1-60: \$200 copay after ded then 100%	\$0	\$0
Outpatient	\$0	\$800 deductible then 20% coinsurance	\$0	\$0
Other services				
Home Health Care	\$0	\$800 deductible then 20%	\$0	\$0
Skilled Nursing Facility	Day 1-100 \$0 Day 101-365 not covered	Days 1-20 \$0 Days 21-365 \$800 deductible then 20%	Days 1-100 \$0 Days 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered
Durable Medical Equipment	\$0	\$800 deductible then 20%	\$0	\$0
Routine hearing exam	\$0 copay	\$45 copay after \$800 deductible	\$0 copay	\$0 copay after plan deductible
Hearing Aids	\$0 copay for hearing aids (any type), \$700 max per ear per device every 3 years	Covered 100%; 1 per 3 years; no dollar limit	Covered 100%; 1 per 3 years; no dollar limit	Covered 100%; 1 per 3 years; no dollar limit
Vision Care	\$10 Copay for exam; \$250 max	\$10 Copay for exam; \$250 max	\$10 Copay for exam; \$250 max	\$10 Copay for exam; \$250 max
Outpatient/independent lab	\$0	\$800 deductible then 20%	\$0	\$0
Outpatient Radiology	\$0	\$800 deductible then 20%	\$0	\$0
Hospice	\$0	\$800 deductible then 20%	\$0	\$0
Prescription Drugs				
Max OOP	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)
30-day Supply				
Generic	\$15	\$15	\$15	\$15
Preferred Brand	\$40	\$40	\$40	\$40
Non preferred Brand	\$75	\$75	\$75	\$75
Specialty	\$75	\$75	\$75	\$75
Premium	Advantage Plan	Custom Plan	Plan F	Plan G
Retiree - Medical Coverage	\$285.27	\$130.24	\$263.11	\$205.74
Retiree - Rx Coverage	Included	\$181.92	\$181.92	\$181.92
Retiree - Total	\$285.27	\$312.16	\$445.03	\$387.66
Retiree - Medical Coverage				
2025 PEPM	\$363.87	\$130.04	\$270.69	\$216.65
2025 Increase	27.6%	-0.2%	2.9%	5.3%
Retiree - Rx Coverage				
2025 PEPM		\$197.07	\$197.07	\$197.07
2025 Increase		8.3%	8.3%	8.3%
Retiree - Medical/Rx Coverage				
2025 PEPM	\$363.87	\$327.11	\$467.76	\$413.72
2025 Increase	27.6%	4.8%	5.1%	6.7%

Post-65 Proposal – The Hartford



Benefit description	Hartford Option 3	Hartford Option 1	Hartford Option 2
Calendar Year Deductible	\$800 per individual deductible Applies to Medicare A & B deductibles	\$0 No deductible	\$0 No deductible
Coinsurance	You pay 20%; plan pays 80%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Out-of-Pocket Maximum	\$3,000 per individual	No max out-of-pocket	No max out-of-pocket
Office Visits			
Preventive Care	\$0	\$0	\$0
Primary Care	\$35 copay	\$0	\$0
Specialists (including mental health)	\$45 copay	\$0	\$0
Urgent Care	\$50 copay	\$0	\$0
Emergency Room	\$150 copay	\$0	\$0
Hospital Services—facility fees			
Part A Deductible (Days 1-60)	\$200 copay	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Hospital Confinement (days 61-90, 25% of Medicare A ded) (days 91-150, 50% of Medicare A ded)	You pay 20%; plan pays 80%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Extended Confinement	You pay 20%; plan pays 80%		
Other services			
Part B Deductible	0%, applied to CY deductible	Plan pays 100%	Plan pays 0%
Skilled Nursing Facility (Days 21-100, 12.5% of Medicare A ded)	You pay 20%; plan pays 80%	\$0	\$0
Durable Medical Equipment	\$800 deductible then 20%	\$0	\$0
Part B Excess	You pay 20%; plan pays 80%	\$0	\$0
Hospice (inpatient respite care, drugs)	\$0	\$0	\$0
Routine hearing exam	\$45 copay	Not included	Not included
Hearing Aids	Covered 100%; 2 aids, including fitting & eval	Not included	Not included
Outpatient Services	\$800 deductible then 80%	\$0	\$0
Outpatient Radiology	\$800 deductible then 20%	\$0	\$0
Prescription Drugs			
Max OOP	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)
30-day Supply			
Generic	\$15	\$15	\$15
Preferred Brand	\$40	\$40	\$40
Non preferred Brand	\$75	\$75	\$75
Specialty	\$75	\$75	\$75
Premium	Hartford Option 3	Hartford Option 1	Hartford Option 2
Retiree - Medical Coverage			
2025 PEPM	\$130.24	\$279.69	\$218.70
2025 Increase	0.0%	6.3%	6.3%
Retiree - Rx Coverage			
2025 PEPM	\$235.71	\$235.71	\$235.71
2025 Increase	29.6%	29.6%	29.6%
Retiree - Medical/Rx Coverage			
2025 PEPM	\$365.95	\$515.40	\$454.41
2025 Increase	17.2%	15.8%	17.2%

This is only a summary of proposals and does not represent every plan provision.

Post-65 Proposal – Retiree First



Benefit description	Retiree First Advantage Plan	Retiree First Custom Plan	Retiree First Plan F	Retiree First Plan G
Carrier	Humana	United American	United American	United American
Medicare Part A Services				
Deductible	\$0	\$0	\$0	\$0
Coinsurance	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Skilled Nursing Facility	Day 1-100 \$0 Day 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered
Emergency Room	\$0	\$0	\$0	\$0
Medicare Part B Services				
Deductible	No deductible	\$1,500	\$0 No deductible	Standard CMS Part B Deductible
Coinsurance	You pay 0%; plan pays 100%	\$0	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Primary Care	\$0	\$0	\$0	\$0
Specialists	\$0	\$0	\$0	\$0
Part B Excess Covered	\$0	\$0	Yes	\$0
Medical Supplement Coverage Specs				
Medical OOP Maximum	N/A	N/A	N/A	N/A
Other services				
Hearing Aids	\$0 Routine Hearing Exam (1/year) \$1,500 allowance per hearing aid (1/ear, tri-annual) Includes 80 batteries/aid and 3 year warranty	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Vision Care	\$10 Copay for exam; pays up to a max of \$250 per person per calendar year for lenses, frames, & contact lenses	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Dental	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Podiatry	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Chiropractic	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Acupuncture	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Private Duty Nursing	Medicare Covered Services Only	N/A	N/A	N/A
Fitness Benefit	Included (Silver Sneakers)	N/A	N/A	N/A
Personal ER Response (lifecycle)	\$0 for On The Go Mobile personal help	N/A	N/A	N/A
Transportation	\$0 for up to 12 rides/year	N/A	N/A	N/A
Prescription Drugs				
Max OOP	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)
30-day Supply				
Preferred Generic	\$0	\$0	\$0	\$0
Generic	\$15	\$15	\$15	\$15
Preferred Brand	\$40	\$40	\$40	\$40
Non preferred Brand	\$75	\$75	\$75	\$75
Specialty	\$75	\$75	\$75	\$75
Premium	Retiree First Advantage Plan	Retiree First Custom Plan	Retiree First Plan F	Retiree First Plan G
Retiree - Medical Coverage				
2025 PEPM	\$363.87	\$152.00	\$246.00	\$223.00
2025 Increase	27.6%	16.7%	-6.5%	8.4%
Retiree - Rx Coverage				
2025 PEPM		\$163.88	\$163.88	\$163.88
2025 Increase		-9.9%	-9.9%	-9.9%
Retiree - Medical/Rx Coverage				
2025 PEPM	\$363.87	\$315.88	\$409.88	\$386.88
2025 Increase	27.6%	1.2%	-7.9%	-0.2%

This is only a summary of proposals and does not represent every plan provision.

Post-65 Proposal – United American



Benefit description	United American Advantage Plan	United American Custom Plan	United American Plan F	United American Plan G
Carrier	Humana	United American	United American	United American
Medicare Part A Services				
Deductible	\$0	\$0	\$0	\$0
Coinsurance	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Skilled Nursing Facility	Day 1-100 \$0 Day 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered	Days 1-100 \$0 Days 101-365 not covered
Emergency Room	\$0	\$0	\$0	\$0
Medicare Part B Services				
Deductible	No deductible	\$1,500	\$0 No deductible	Standard CMS Part B Deductible
Coinsurance	You pay 0%; plan pays 100%	\$0	You pay 0%; plan pays 100%	You pay 0%; plan pays 100%
Primary Care	\$0	\$0	\$0	\$0
Specialists	\$0	\$0	\$0	\$0
Part B Excess Covered	\$0	\$0	Yes	\$0
Medical Supplement Coverage Specs				
Medical OOP Maximum	N/A	N/A	N/A	N/A
Other services				
Hearing Aids	\$0 Routine Hearing Exam (1/year) \$1,500 allowance per hearing aid (1/ear, tri-annual) Includes 80 batteries/aid and 3 year warranty	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Vision Care	\$10 Copay for exam; pays up to a max of \$250 per person per calendar year for lenses, frames, & contact lenses	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Dental	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Podiatry	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Chiropractic	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Acupuncture	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only	Medicare Covered Services Only
Private Duty Nursing	Medicare Covered Services Only	N/A	N/A	N/A
Fitness Benefit	Included (Silver Sneakers)	N/A	N/A	N/A
Personal ER Response (lifecycle)	\$0 for On The Go Mobile personal help	N/A	N/A	N/A
Transportation	\$0 for up to 12 rides/year	N/A	N/A	N/A
Prescription Drugs				
Max OOP	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)	\$2,000 (the donut hole does not apply)
30-day Supply				
Preferred Generic	\$0	\$0	\$0	\$0
Generic	\$15	\$15	\$15	\$15
Preferred Brand	\$40	\$40	\$40	\$40
Non preferred Brand	\$75	\$75	\$75	\$75
Specialty	\$75	\$75	\$75	\$75
Premium	United American Advantage Plan	United American Custom Plan	United American Plan F	United American Plan G
Retiree - Medical Coverage				
2025 PEPM	\$394.62	\$137.00	\$231.00	\$208.00
2025 Increase	38.3%	5.2%	-12.2%	1.1%
Retiree - Rx Coverage				
2025 PEPM		\$235.71	\$235.71	\$235.71
2025 Increase		29.6%	29.6%	29.6%
Retiree - Medical/Rx Coverage				
2025 PEPM	\$394.62	\$372.71	\$466.71	\$443.71
2025 Increase	38.3%	19.4%	4.9%	14.5%

This is only a summary of proposals and does not represent every plan provision.

Post-65 Retiree Caveats



Cigna

\$5,000 Communication Fund – each for MAPD and PDP;

5% rate cap for 2026 renewal for MAPD and PDP

The Hartford

2026 rate cap: 6%

United American

Implementation Allowance: \$10,000

2026 rate cap: 6%

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of July 1, 2024 through December 31, 2024, in the amount of \$492,299.00, and authorizing future minor change orders not to exceed \$49,229.00.

Recommendations:

Staff recommends approval.

Background:

The City of Independence currently contracts with the Kansas City Area Transportation Authority (KCATA) to provide fixed route service between the Transit Center and downtown Kansas City, as well as the required complementary ADA and non-ADA paratransit within the City limits and ADA paratransit service between Independence and Kansas City. Additionally, KCATA will continue to provide transit management services that include monitoring First Transit's compliance with FTA requirements, contractor performance, call center services, route information and trip planning to customers, and investigating and responding to customer complaints and inquiries.

The contract will continue the same transit services through December 31, 2024, at the same service level.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$492,299. Funding for transportation services is included in the Fiscal Year 2024-2025 Proposed Budget on page 100 in the Transportation section of the Community Development budget. This approval would also authorize future minor change orders up to \$49,229 in the event paratransit ridership is higher than projected.

The City's funding for this year's contract will come from several sources including FTA funds, State of Missouri funds, and the General Fund.

Council Action:

Department /	Community Development /
Contact	

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Independence KCATA 2024 6 month contract

**Kansas City Area Transportation Authority and the City of Independence, Missouri
A contract for Fixed Route, Paratransit (Inter-jurisdictional and Intra-jurisdictional) and
Transit Management Services**

THIS CONTRACT entered into this ____ day of _____, 2024 between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **THE CITY OF INDEPENDENCE, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

WHEREAS KCATA directly operates inter-jurisdictional fixed-route transit services on Route 24, Independence Ave and portions of the route operate within the Community and the Community is desirous of having the KCATA continue to provide this service on Routes 24 within the City of Independence; and.

WHEREAS KCATA provides paratransit services via contract providers; and

WHEREAS, the Community desires for KCATA to provide inter-jurisdictional and intra-jurisdictional paratransit services; and,

WHEREAS, the Community contracts directly for fixed-route public transportation services within the City of Independence with a third-party contractor (First Transit Corporation); and

WHEREAS, the Community desires for KCATA to provide transit management services that include managing the Community's contract with First Transit Corporation for fixed-route public transportation within the Community;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Services To be Provided By KCATA

KCATA will provide the following services to the Community:

A. Fixed-Route Inter-jurisdictional Transit Service

1. The Community requests inter-jurisdictional fixed route public transportation services (hereinafter referred to as "Fixed Route Service"), as set forth in Attachment "B," be operated by the KCATA for the period July 1, 2024, through December 31, 2024 ("Initial Term"), unless sooner terminated per the provisions of this contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or modified without the consent of the Community.
3. The costs of the fixed route inter-jurisdictional services provided by KCATA are governed by the formula set forth in Attachment "A" adopted in April, 1976, modified in August, 1977, revised in April, 1983, and December 1997. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the Fixed Route Service directly provided by KCATA (hereinafter referred to as "Local Share") to be **\$88,010** for the term. This estimate is based on the following components of cost and revenue to be applied to the Fixed Route Services:

Estimated Fixed Route Service Cost	\$ 407,048
Estimated Passenger Revenue	(\$ 0.00)
Estimated Total Deficit	<u>\$ 407,048</u>
Indep. Designated Federal Funds	<u>(\$ 325,638)</u>
Local Operating Contribution – Fixed Route	\$ 81,410
Local Capital Contribution	<u>\$ 6,600</u>
Local Share	<u>\$ 88,010</u>

5. The Community's estimated passenger revenue for Fixed Route Service is \$0 for the Initial Term. If the estimated passenger revenue is less than the estimation of \$0, the Community shall be responsible to provide additional local contributions to cover any difference. It is the understanding of the parties that, with the exception of passenger revenue falling below \$0 the maximum obligation of the Community for these inter-jurisdictional fixed route transit services under this contract shall be the sum of **\$88,010**.
6. The method of payment of the Local Share provided for in Paragraph A4 is as follows:
 - a. The Community's monthly Local Share will be one-sixth of the estimated Community portion of the total deficit amount.

b. The KCATA will invoice the Community for 100% of Community monthly estimated Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.

c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Fixed Route Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share required by the reconciliation will be invoiced at this time, to be paid within twenty days.

d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit.

e. The KCATA will provide the Community with a final reconciliation of fixed-route service and any outstanding amount due at the end of the Initial Term. The Community shall pay the amount due within twenty days of receipt of the final invoice.

7. When the estimated total deficit of \$407,048 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this contract to provide additional Local Share or to adjust the level of service so that the cost of Fixed Route Service will not exceed the contractual Local Share.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph A4 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share or to adjust the level of service. If a satisfactory amendment providing additional funding is not agreed to by both parties within 30 days of the KCATA's notification to the Community of the loss of federal or state funding, KCATA's obligation to furnish Fixed Route Service will terminate and be of no further effect under this contract.

B. ADA Inter-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to take ADA inter-jurisdictional trip reservations and to provide ADA complementary paratransit services for inter-jurisdictional trips federally required as a result of fixed-route service operated by KCATA and the Community and/or the Community's third-party contractor for fixed-route transit services.
2. The reservation telephone line for trips for inter-jurisdictional paratransit service is 816-842-9070.

3. The Community will provide KCATA electronic map files with schedule times in the form and format specified by KCATA for all intra-City fixed routes operated by the Community's contractor(s) in order to identify trip requests qualifying as ADA required accurately. The updated electronic map with scheduled times will be provided to KCATA no later than 45 days before the initiation of service under this contract and no later than 45 days before any fixed-route service changes (changes include routing and time schedules). If the Community changes its intra-city fixed-route alignment and/or schedules, KCATA may charge \$1,000 for each additional change required updating KCATA's electronic files in order to determine ADA trip requirements. Any additional charges incurred by KCATA as the result of the service charge will be invoiced to the Community for reimbursement.
4. If the Community fails to provide the electronic information specified in paragraph B.3., above, in the form specified and/or within the time specified, KCATA may terminate its obligations under this contract to provide ADA complementary paratransit service.
5. Cost for the operation of ADA inter-jurisdictional paratransit service provided by KCATA is based on two components:
 - a. Base cost per trip, exclusive of fuel, at the cost of \$60.34 during the contract period.
 - b. Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at \$2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.
6. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.
7. The Community and KCATA agree that in the event the Community fails to remit funds when due to KCATA, the Community shall have breached the agreement, and a notice of Breach of Contract may be issued by the KCATA per this agreement.
8. Invoices shall be based on billable passenger trips, which will be 50% of actual inter-jurisdictional passenger trips provided that have either the pickup or dropoff in the City of Independence. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph B5 above.

The total cost for ADA Inter-jurisdictional Paratransit Service shall not exceed \$243,065. The KCATA and the Community estimate the Community's total payment

for the service (hereinafter referred to as "Local Share") to be **\$48,613**. This estimate is based on the following components of cost and review to be applied to the contract:

ADA Inter-jurisdictional Paratransit Service Cost

Estimated Service	\$ 243,065
Estimated Passenger Revenue	<u>(\$ 0.00)</u>
Estimated Net Service Cost	<u>\$ 243,065</u>

Source of Funds

Indep. Designated Federal Funds	(\$ 194,452)
Local Share - ADA Inter-jurisdictional	<u>\$ 48,613</u>

9. When the total estimated service cost of \$243,065 for ADA inter-jurisdictional services stated in paragraph B8 is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services.
10. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph B8 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share. If a satisfactory amendment is not agreed to within 30 days of KCATA's notice of the need for additional Local Share, KCATA's obligation to furnish ADA Inter-Jurisdictional Paratransit Services pursuant to this contract shall terminate and be of no further effect.

C. Intra-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to provide intra-jurisdictional paratransit services – both Intra-jurisdictional ADA complementary paratransit and Intra-jurisdictional Non-ADA paratransit services.
2. These services will be branded as Ride KC IndeAccess Services, and vehicles will be marked as such, and the service marketed as such.
3. The reservation telephone line for trips for intra-jurisdictional paratransit service is 816-842-9070.
4. The ADA complementary paratransit services will be operated in compliance with FTA and ADA complementary paratransit requirements. The non-ADA paratransit service will be operated per the requirements of the City of Independence.
5. The Community will provide KCATA electronic map files with schedule times in the form and format specified by KCATA for all intra-city fixed routes operated by the Community and/or its third-party contractor in order to identify trip requests qualifying as

ADA required accurately. The electronic map with scheduled times will be provided to KCATA no later than 45 days before the initiation of service under this contract and no later than 45 days before any fixed-route service changes (changes include routing and time schedules) thereafter. If the Community changes its intra-city fixed-route alignment and/or schedules, KCATA may charge \$1,000 for each additional change required updating KCATA's electronic files in order to determine ADA trip requirements. Any additional charges incurred by KCATA as the result of the service charge will be invoiced to the Community for reimbursement.

6. If the Community fails to provide the electronic information specified above, in the form specified and/or within the time specified, KCATA may terminate its obligations under this contract to provide ADA complementary paratransit service.

7. Cost for the operation of intra-jurisdictional paratransit service provided by KCATA is based on two components:

- Cost per revenue hour rate, exclusive of fuel, at the cost of \$83.13 during the contract period.
- Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at \$2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.

8. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

9. Invoices shall be based on billable passenger trips. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph C.7 above. ADA certifications will be billed based on the actual number of certification requests reviewed each month. For the Fixed Costs, one-twelfth of the stated cost will be billed each month.

A.ADA Complementary Service within the Community (Intra-jurisdictional ADA). The total cost (direct, fuel, fixed, and certification) for intrajurisdictional ADA complementary services shall not exceed \$690,000 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$329,840**. This estimate is based on the following components of cost and review to be applied to the contract:

Intra-jurisdictional ADA Service Cost

Estimated ATA Intra-jurisdictional Service Cost	\$ 690,000
Certifications	\$ 9,750
Estimated Passenger Revenue	<u>\$ (0.00)</u>
Estimated Net Operating Cost	\$ 699,750

Source of Funds

Indep. Designated Federal Funds	(\$ 369,910)
Local Share	<u>\$ 329,840</u>

When the total estimated service cost of \$690,000 for ADA intra-jurisdictional services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services within 30 days.

B. Non-ADA Paratransit Service within the Community (Intra-jurisdictional Non-ADA paratransit). The total cost for intrajurisdictional Non-ADA services shall not exceed \$6,000 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$1,200**. This estimate is based on the following components of cost and review to be applied to the contract:

Non-ADA Intra-jurisdictional Paratransit Service Cost

Estimated Intra-jurisdictional Non-ADA Paratransit Service Cost	\$6,000
Estimated Passenger Revenue	<u>(\$ 0)</u>
Estimated Net Operating Cost	\$6,000

Source of Funds

Section 5310 (Federal)	(\$4,800)
Local Share	<u>\$1,200</u>

When the total estimated service cost of \$6,000 for Intra-jurisdictional Non-ADA services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

D. Transit Management Services

1. KCATA will manage the Community's contract with First Transit Corporation for the provision of intrajurisdictional fixed route transit and related services within the Community for the Initial Term. The Community's First Transit contract is included in Attachment C. In addition to the provision of direct services by First Transit, the Community's contract requires First Transit to provide related services that include but are not limited to pass sales, marketing, real-time information, cleaning and maintenance of passenger amenities, maintenance of the IndeBus website, etc. KCATA will oversee contractor performance on all aspects of their contract.

2. KCATA will access federal grant funds for the ADA Complementary paratransit services identified in this contract.
3. KCATA will monitor First Transit Corporation's compliance with the requirements of the contract, and that service is provided in compliance with the Community's contract. The contract will remain between the Community and First Transit, and this Contract with KCATA will not alter this arrangement. KCATA will be responsible for notifying the Community of any contract violations, contract issues, or the need for new procurements or renewals. The Community will cooperate with the KCATA on an as-needed basis to enforce the contract with First Transit.
4. KCATA will provide Fixed Route customer service functions, including call center services (using schedule data provided by the Community or the Community's Contractor), route information, and trip planning. The Community will regularly provide or cause their contractor to provide KCATA such information as is necessary for KCATA to provide customer information. KCATA will coordinate with the Community's contractor (First Transit) to record, investigate, and respond to customer complaints and inquiries from the public and the Community about Intra-jurisdictional transit services.
5. KCATA will review monthly invoices from the Community's contractor and make recommendations to the Community regarding payment of the invoice by the Community.
6. KCATA Management Services Invoicing. KCATA will provide the Community monthly invoices for the contract management functions. Each invoice will include a brief report on activities provided by the KCATA.
7. The Community will take the following actions regarding the contract management portions of this contract:
 - a. Designate a transit liaison that will serve as the initial point of Community contact for KCATA regarding the transit management services.
 - b. The Community will provide KCATA access to and/or copies of all relevant contracts, agreements, planning documents, or other documents relative to the provision of fixed-route transit services via a contract with First Transit.
 - c. Notify the City's contractor(s) that KCATA will be serving as the Community's representative with regard to these contracts or agreements for transit services.
 - d. Respond quickly to issues raised by KCATA and provide necessary guidance as requested by KCATA regarding Community transit services and transit management

- e. Remit payment to the KCATA for services rendered under this contract within thirty (30) days of receipt of invoices submitted

8. **KCATA COMPENSATION.** KCATA will provide the transit management services of this section for \$24,636 per six months during the agreement term.

E. Summary of Community Share of Costs

1.	Inter-jurisdictional Fixed Route Services	\$ 88,010
2.	Inter-jurisdictional ADA Paratransit	\$ 48,613
3.	Intra-jurisdictional ADA Paratransit	\$ 329,840
4.	Intra-jurisdictional Non-ADA Paratransit	\$ 1,200
5.	Transit Management Services	\$ 24,636

Total Community Share of Costs **\$ 492,299.**

Section 2. General Provisions of this Contract

A. Either party may terminate this contract without cause by giving a sixty (60) day written notice to the other party, specifying such cancellation, and the effective date of the cancellations will be the first Sunday of the calendar quarter following the quarter of notification.

B. The Community recognizes that the KCATA, as the regional transit authority and principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements.

C. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS.

As a condition of receiving 5307 funds from the FTA, the KCATA and Community must comply with 49 U.S.C. § 5307. The Community will provide any information or certification the KCATA deems necessary to comply with any FTA request, state or federal law, rule or regulation, including but not limited to 49 CFR § 673.11(d), 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13. The Community provide a copy and certify that it has drafted a public transportation agency safety plan, and that safety plan that has been approved by the provider's Accountable Executive and Board of Directors or Equivalent Authority (as those terms are defined at 49 CFR § 673.5). Per the FTA, the subrecipient/Community shall timely allow the KCATA to monitor the activities of the subrecipient/Community as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The Community will:

- (1) Allow the KCATA to timely review financial and performance reports;
- (2) take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Community from the KCATA that are detected through audits, on-site reviews, and written confirmation from the Community highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Accept the KCATA issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 and take any required action.
- (4) Participate in (monthly) meetings for hazard mitigation updates and review.
- (5) Send to the KCATA regular documentation validating timely mitigations and general performance regarding ASP compliance detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (6) Allow the KCATA to perform scheduled and unscheduled site visits.
- (7) Allow the KCATA to participate and approve actions addressing applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521.
- (8) Timely send to the KCATA any other related or information, inspection, or audits it deems appropriate, including but not limited to safety and financial information it deems necessary to comply with auditing and safety measures.

D. The Community at its expense shall have the right to cause an audit to be made of the books and records of the KCATA relative to this contract, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

E. The Community and KCATA hereby agree that if the Community fails to appropriate funds needed to make payments, the Community shall provide 60 days written notice indicating funding will not be allocated for services provided by KCATA.

F. The KCATA will provide the Community fixed route ridership reports twice per contract year, including July through December and January through June. The reports will include a summary of ridership activity with comparison to the same time period of the previous year. The reports will be provided to the Community no later than 45 days after the end of the Initial Term. KCATA will provide the Community one report per year, reflecting the average annual ridership on an hourly basis for all fixed routes the Community contracts with KCATA. This report will be provided no later than 45 days after the end of the calendar year.

G. The Community and KCATA hereby agree that in the event the Community fails to remit funds due to KCATA, the Community shall be in breach of this contract. Notice of Breach of Contract will be issued per paragraphs below.

H. In the event the Community fails, refuses or neglects to comply with the terms of this contract, the Community shall be in breach of this contract, and the KCATA shall be entitled to legal recourse against the Community, including the recovery of its costs and other damages and reasonable attorney fees, whether or not suit is commenced.

I. In the event of a breach of the contract by the Community, the KCATA shall notify the Community of a default under this contract, and the Community shall have 30 days in which to cure the default. In such a case, the written notice of termination will state the time period in which a cure is permitted and other appropriate conditions. If the Community fails to remedy to the KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the 30 days, the KCATA shall have the right to terminate the contract without any further obligation to the Community. The KCATA shall also have all other remedies at law and in equity.

J. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

K. All notices and communications on all matters regarding this contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 E. 18th St.
Kansas City, Missouri 64108

With copies to Chuck Ferguson and Richard Jarrold at the same above address

If to Community: Zachary Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

With a copy to Tom Scannell, Community Development Director at the same above address

L. The parties are entering into this contract with an expectation that KCATA shall manage these services for the foreseeable future. As stated above, the term shall commence on July 1, 2023, and shall expire on June 30, 2024; provided; however, this

contract shall automatically renew for successive 1-year terms, beginning July 1, 2024, unless either the Community or the KCATA provides written notice of termination on or before 60 days prior to the Initial Term.

M. Missouri law shall apply to the interpretation and enforcement of this contract.

N. The parties agree to obtain and keep in force during the term of this contract the policies of insurance with the coverage set forth on Attachment D.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Reginald Townsend
Board of Commissioners Chair

ATTEST:

By: _____
Witness

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker
City Manager

ATTEST:

By: _____
Rebecca Behrens
City Clerk

ATTACHMENT "A"

**REVENUE AND COST ALLOCATION PROCEDURES
KCATA INTER-CITY FIXED ROUTE SERVICES**

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same type of bus.
- B. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- C. Allocation of Net Income or Loss on Inter-City Routes.**
 - 1. Suburban Express Routes
 - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
 - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction if agreed to by both parties.
 - 2. Local Service Inter-City Routes
 - a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
 - b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made.

Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

D. Capital Expense - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

E. Enclave Communities - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

F. Service Added after December 31, 1997 – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect to Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc

ATTACHMENT B –

CITY OF INDEPENDENCE

INTER-COMMUNITY ROUTES

(Effective July 1, 2024, through December 31, 2024)

Service to Independence will be provided by one route –the 24 Independence Avenue Route via Winner Road.

For the purposes of this contract, rush hour shall be defined generally as that period of the morning and evening when demand for transportation is at its peak from persons commuting to and from their places of business. These times are generally between 6:00 a.m. and 8:30 a.m. during the morning rush hour and between 4:00 p.m. and 6:30 p.m. in the evening.

The one inter-community route will operate as described below:

#24 INDEPENDENCE ROUTE – MONDAY THROUGH SATURDAY

The route will operate between downtown Kansas City, Missouri, and the Independence Metro Center via Independence Avenue/U.S. 24 Highway, Winner Road, Spring Street, White Oak Avenue, Noland Road, and Truman Road. In addition to the Independence Metro Center, this route would provide service to Van Horn High School, the Englewood Shopping District, and the RLDS Auditorium. On weekdays there will be 15 one-way trips each way on this line, providing service approximately every sixty minutes from 4:19 a.m. to 7:43 p.m. Saturday service provides 14 one-way trips each way approximately every sixty-minutes from 5:40 a.m. to 7:02 p.m.

ATTACHMENT C –

CITY CONTRACT WITH FIRST TRANSIT

(Any changes to this contract will be communicated to KCATA as soon as they are made)

ATTACHMENT D

The Community and KCATA shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by the insurer(s) lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below. Self-Insurance and/or high Retentions, as determined by each party and disclosed to the other party may be substituted for insurance:

- A. Commercial General Liability:
\$1,000,000 will be the Combined Single Limit for bodily injury, personal injury, and property damage liability per occurrence, and \$2,000,000 annual aggregate. Coverage must include Premises and Operations and Products and Completed Operations Liability coverage.
- B. Workers' Compensation and Employer's Liability:
 - 1. Statutory
 - 2. Employer's Liability: \$100,000 / \$500,000 / \$100,000 Limits.
- C. Commercial Automobile Liability:
\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

The Community, its Mayor, Council Members, employees, and volunteers shall be named as Additional Insured under the KCATA Commercial General Liability policy, including any Self-Insurance and/or Retentions.

The Kansas City Area Transportation Authority, its Commissioners, officers, employees, and volunteers shall be named as Additional Insured under the Community General Liability policy, including any Self-Insurance and/or Retentions.

Prior to contract execution, each party shall furnish the other party Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this contract. Self-Insurance, deductibles, and retentions must be stated on the Certificate(s) of Insurance. Within five (5) business days of the expiration of any insurance coverage, each party shall provide to the other party renewal Certificate(s) of Insurance as required by this contract. The Certificate Holders shall be as follows:

Zachary C. Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, Missouri 64108

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-739 A Resolution establishing standards for the recruitment and selection of board members, amending Resolution 6975

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Boards and Commissions Amended Resolution 6.21.24

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING STANDARDS FOR THE RECRUITMENT AND SELECTION OF BOARD MEMBERS, ESTABLISHING STANDARDS FOR COMMUNICATION, AND ESTABLISHING EXPECTATIONS, DUTIES, AND NORMS OF BEHAVIOR FOR ALL APPOINTED CITY BOARDS, COMMISSIONS, AND COMMITTEES.

WHEREAS, Section 2.10(10) of the Independence City Charter permits the City Council to create boards, commissions, or committees as determined necessary; and

WHEREAS, on February 20th, 2023 the Independence City Council formally adopted the 2023-24 Independence Action Plan (“Action Plan”) via Resolution No. 6902; and,

WHEREAS, Section 1.2 of the Action Plan encourages the City of Independence to “[b]roaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders” to more effectively advise the City and engage the public”; and,

WHEREAS, Strategic Plan Section 6 High Performance Organization states, “[w]e operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.”; and,

~~WHEREAS, on June 20th, 2023, the Independence City Council formally adopted Resolution No. 6936, directing the City Manager to establish standards for the recruitment and appointment of board members, establish standards for how board members will communicate with the Commission and individual members of the City Council and City staff to increase efficiency and efficacy of advisory board input; and,~~

WHEREAS, on January 2nd, 2024, the Independence City Council formally adopted Resolution No. 6975, adopting the following rules, process, and procedures established by the Independence City Council for all Boards, Commissions, and Committees as well as all members of said Boards, Commissions and Committees.

WHEREAS, the City Council further aims to formalize and streamline communications between the City Council, advisory boards, the City Manager, and the public; to achieve policy driven decision-making; and to create consistency, predictability, and stability by clearly defining duties, norms, ~~and~~ expectations, **and attendance;**

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI AS FOLLOWS:

SECTION 1. That the following rules, process, and procedures are hereby established by the Independence City Council for all Boards, Commissions, and Committees as well as all members of said Boards, Commissions and Committees:

SECTION 1: MEMBERSHIP, RECRUITMENT, & APPOINTMENT, & ALTERNATE

- 1) **Membership:** Membership is established in the resolutions, ordinances, or statutes establishing each Board's structure, including any mandatory member qualification. Additional membership requirements include:
 - a) Board Members may only serve in one City appointed position at a time;
 - b) The balance of an unexpired term served by an appointee shall be considered a "term" if such unexpired term exceeds 50% of the full term;
 - c) Upon completion of a gap in service equal to a position's full term, a former member may be eligible for re-appointment; and
 - d) Appointments should be made during a regular meeting in January.
- 2) **Recruitment:** Councilmembers, Board Members, and the City Manager are encouraged to actively recruit qualified members to apply. During the recruitment process, the City will focus on diversity, equity, and inclusion, and will actively work to achieve membership that reflects, at the least, the demographics of our community – as outlined in, but not limited to available census data – across all board membership. Formal recruitment will occur by three methods:
 - a) Vacancies will be posted in the lobby of City Hall and on the City's website;
 - b) Biannual active solicitation period; and
 - c) As necessitated by vacancies.
- 3) **Review:** The review of applicants shall occur by a panel consisting of either the Councilmember responsible for filling an individual appointment or an assigned liaison of the City Council, dependent on the vacancy to be filled, the Board or Commission Chair, and the City Manager's assigned staff liaison:
 - a) Interview questions must ensure applicants receive a fair comparison with other candidates and will focus on potential conflicts of interest, compliance with norms of conduct, including but not limited to decorum, communications, and the concept of acting as a body with one voice;
 - b) Evaluation criteria must consider the City's goals related to diversity, equity, and inclusion, the duties and purpose of the individual board, and any membership requirements in enabling legislation or law.
- 4) **Appointment:** All Board and Commission appointments will be made by the City Council except for appointments authorized by law to be made by the Mayor. Board Officers (Chair & Vice-Chair) shall be appointed by the City Council, except where otherwise mandated by the City Charter.
- 5) **Alternate:** If the by-laws of a board or commission call for alternate members, the role of that alternate will be as follows:
 - a) If a current member cannot attend a meeting, they will submit written notification to the chairperson of their absence and which alternate they select to take their place at the meeting.
 - b) Such notification shall be submitted within 48 hours prior to the meeting or as soon as practical prior to the meeting, and be made part of the record during meeting minutes.
 - c) Alternates who are sitting in for an absent member will be allowed to cast a vote.

- d) **If a member resigns their position effective before their term expires, the chairperson may appoint an alternate to fulfill the vacancy for the duration of that term.**

SECTION 2: COMMUNICATIONS

- 1) City Boards and Commissions shall receive direction from the City Council pursuant to the Council's annual goal setting session, requested assigned work priorities, or other specific direction as the City Council may provide;
- 2) A Board or Commission's annual work plan must align with the City Council's adopted Strategic Plan;
- 3) The Board or Commission should communicate with the City Council only through approved minutes, work plans, progress reports, or formal recommendations/resolutions voted on by the Board or Commission;
- 4) Board and Commission chairs shall communicate with the Staff Liaison on matters related to the Board and Commission's operations and agendas;
- 5) Each Board and Commission shall be assigned a City Council Liaison, who shall serve as the conduit between the Board or Commission and the City Council.
- 6) Board and Commission Chairs should direct policy related questions to both the City Council Liaison and the Staff Liaison;
- 7) Board and Commission Members shall adhere to the "One Body, One Voice" principle in communications to the City Council on matters under the Board or Commission's purview, or may become under the purview of the Board or Commission.
- 8) City Staff will develop minutes that the Board or Commission will review and approve; minutes shall be provided to the City Council and made available to the public.

SECTION 3: EXPECTATIONS, DUTIES, AND NORMS OF BEHAVIOR

Norms for Board Members are modeled upon the City Council's Rules of Procedure as most recently revised in Resolution No. 6953.

- 1) **Training of Board and Commission Members:** Board and Commission Members must participate in an onboarding program established by the City Manager.
 - a) The training will include, but is not limited to:
 - i. General onboarding: Board and Commission procedures, open meetings, public records, process, requirements, and expectations;
 - ii. Purposes and focus areas of the Board or Commission to be presented by the Staff Liaison;
 - iii. "Effective Meetings" – a training facilitated by the City Clerk to assist Board Members in conducting an efficient and effective meeting;
 - iv. Ethics: Initial ethics training upon appointment and annual ethics training thereafter; and
 - v. Diversity, Equity, and Inclusion: Training focusing on various DEI topics including, but not limited to, implicit and unconscious bias, anti-harassment and anti-discrimination; accessibility; and DEI in institutions, workforces, and local government.
 - vi. **Members will receive a Boards and Commissions handbook and sign an acknowledgment confirming receipt.**

vii. Members will be required to attend a City Officials training session within the first year of their appointment.

- b) ~~Board and Commission Members must complete onboarding and training within six months of the appointment of any member; and~~
- b) Board and Commission Members must participate in a six-month check-in with the Staff Liaison.**

2) Duties:

- a) City Council Liaison has the following duties:
 - i. Lead the interview of applicants;
 - ii. Serve as the primary contact with the Board or Commission for the City Council;
 - iii. Assist with resolving questions regarding the role of the City Council, City Manager, Staff Liaison, and the Board or Commission;
 - iv. Serve as contact rather than an advocate, unless assigned as a voting member;
 - v. Review the Board or Commission's work plan and make recommendations to the City Council regarding said work plan;
 - vi. Support efficient Board and Commission operations; and
 - vii. Assist training of new Board and Commission members.
- b) The Presiding Officer (Board or Commission Chair) has the following duties:
 - i. Act as meeting facilitator;
 - ii. Maintain a tone of civility during debate;
 - iii. Ensure the public has a meaningful opportunity to participate, and that meetings operate fairly and impartially;
 - iv. Ensure the Board or Commission's questions and discussion are germane to the issues presented.
- c) Board and Commission Members have the following duties:
 - i. To ensure the Board has a quorum at all meetings, and commit sufficient time to ensure regular and punctual attendance;
 - ii. Be prepared, attentive, and participate;
 - iii. Abide by Rules of Procedure and the City and State Laws;
 - iv. Notify the Staff Liaison as soon as they learn they will not be able to attend a meeting and of any changes to contact information.
- d) Staff Liaison and/or their designee(s) will prepare the agenda with collaboration from the Board or Commission Chair.

3) Norms of behavior:

- a) Board and Commission Members are encouraged to share their experience and knowledge with new members;
- b) Board and Commission Members should treat all city employees with respect, and in doing so recognize staff in performing their work strive to always serve the public to the best of their abilities;
- c) Board and Commission Members should be mindful of arguing or debating the merits of staff's professional judgment; rather, should Board or Commission Members disagree with staff's professional judgment, they should direct such disagreement to the Staff Liaison; in the event that the Staff Liaison is subject to the

- disagreement, Board and Commission Members should direct their concerns to the City Manager;
- d) Board and Commission Members must seek to ensure staff recognizes the Board or Commission Member's questions are for purposes of inquiry only and should in no way be taken as an order, a request to take action, or a directive;
 - e) Board and Commission Members should not use language or communication methods that a reasonable person would find humiliating, intimidating, hostile, or offensive;
 - f) A Board or Commission Member may not take any action that could be construed as a directive or order to staff;
 - g) A Board or Commission Member must not attempt to pressure or influence discussions, recommendations, workloads, schedules, or department priorities absent the approval of the City Manager and only then upon an action of the majority of the City Council;
 - h) Board and Commission interaction with staff during board meetings:
 - i. Criticism of staff by a Board or Commission Member should be made in private to the City Manager. Board and Commission Members are encouraged to provide commendation to staff in public;
 - ii. Board and Commission Members may not direct or issue orders to staff;
 - iii. Board and Commission Members may direct questions regarding the factual basis for an item or a question soliciting staff expertise to the City employee presenting the item; questions other than those directly related to the factual basis of an agenda item should be directed to the Staff Liaison who may request the assistance of other city employees in answering the question.
 - i) Specific provisions for Board and Commission Member's attendance at meetings other than Board or Commission meetings:
 - i. Board or Commission Members may not attend staff meetings unless requested by the City Manager;
 - ii. Board and Commission Members' conduct at public meetings or other events should be informed by this Resolution and the Code of Ethics.
 - j) All appointed members of City boards or commissions should be mindful of the City Charter prohibition regarding interference with administration.

SECTION 4: ATTENDANCE

- 1) Regular attendance is required.**
- 2) If a member is unable to attend a meeting, they should notify the staff liaison and chair of the board, commission or committee as soon as possible prior to the meeting.**
- 3) Board members will be considered to have resigned their position if a member misses three (3) consecutive meetings or one-half of the regularly scheduled meetings in a 12-month period of time pursuant to Article 39, Section 1.39.003 of the City Code of Independence. Said resignation shall be deemed effective immediately upon said person reaching said milestone and shall not require any action by the City to accept the resignation unless the City Council has given prior approval for an exception because of unusual circumstances.**

SECTION 2. That the provisions of this resolution shall be consolidated into a “Board and Commission Members Handbook” and made available to each said member at the time of their appointment by the City Council.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-740 A Resolution nominating Successor Directors to the Arrowhead CID

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution 2024-6_ Nominate Successor Directors_Arrowhead CID-c
2. Arrowhead CID Board of Dir Resolution 2024

ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2024-6

NOMINATION OF SUCCESSOR DIRECTORS

WHEREAS, The Arrowhead Community Improvement District (the "District"), established on March 21, 2016, by Ordinance No. 18563 of the City Council of the City of Independence, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Section 67.1401 through 67.1571 of the RSMo, as amended (the "CID Act"); and

WHEREAS, the CID Act and Article III, Section 3 of the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District Bylaws set forth that Successor Directors shall serve for a term of four years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT, as follows:

1. The District hereby nominates Justin Kaufmann to serve a new four-year term as a Property Owner Representative (term is 6/20/2024-6/19/2028).
2. The District hereby nominates Adam Lyngar to serve a new four-year term as a Property Owner Representative (term is 6/20/2024-6/19/2028).
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Arrowhead Community Improvement District on May 17, 2024.


Justin Kaufmann, Executive Director

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING JUSTIN KAUFMANN AND ADAM LYN GAR TO THE
BOARD OF DIRECTORS OF THE ARROWHEAD COMMUNITY IMPROVEMENT
DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the Arrowhead Community Improvement District (the “District”) established on March 21, 2016, by Ordinance No. 18563 of the City Council of the City of Independence, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Section 67.1401 through 67.1571 of the RSMo. as amended (the “CID Act”); and

WHEREAS, the CID Act and Article III, Section 3 of the District Bylaws provide for the Mayor of the City to appoint Successor Directors of the District, with the consent of the City Council, and the District Bylaws set forth that Successor Directors shall serve for a term of four years; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Justin Kauffman and Adam Lyngar to the Arrowhead Community Improvement District as Property Owner Representatives because of their qualities of leadership, temperance, and judgment to fill the vacancies; and,

WHEREAS, said individuals are qualified to serve, according to the Charter and ordinances of this City,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual to the Arrowhead Community Improvement District of the City of Independence, Missouri, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Term</u>
Justin Kaufmann	6/20/2024-6/19/2028
Adam Lyngar	6/20/2024-6/19/2028

PASSED THIS ____ DAY OF JULY, 2024, BY THE CITY COUNCIL OF THE CITY
OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-741 A Resolution appointing Councilmembers to certain Boards and Commissions as Councilmember Liaisons

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution Apptg Councilmember liaisons DRAFT

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION APPOINTING COUNCILMEMBERS TO CERTAIN BOARDS AND
COMMISSIONS AS COUNCILMEMBER LIAISONS**

WHEREAS, Section 2.10(10) of the Independence City Charter permits the City Council to create boards, commissions, or committees as determined necessary; and

WHEREAS, on February 20th, 2023, the Independence City Council formally adopted the 2023-24 Independence Action Plan (“Action Plan”) via Resolution No. 6902; and

WHEREAS, Section 1.2 of the Action Plan encourages the City of Independence to “[b]roaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders” to more effectively advise the City and engage the public”; and,

WHEREAS, Strategic Plan Section 6 High Performance Organization states, “[w]e operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.”; and,

WHEREAS, on January 2, 2024, the Independence City Council formally adopted Resolution No. 6975, establishing rules, process, and procedures for all Boards, Commissions, and Committees

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the listed Boards, Commissions and Committees as follows:

City Council Committee Liaison Assignments

Board/Commission	Councilmember
Industrial Development Authority	Fears
Public Utility Advisory Board	Fears
Board of Adjustment	Fears
Advisory Board of Health	McCandless
Human Relations Commission	McCandless
Personnel Board	McCandless
Sustainability Commission	McCandless
Heritage Commission	Perkins
Square Advisory Board	Perkins
GO Bond Advisory Committee	Perkins
Board of Ethics	Rowland
Japanese Sister City Committee	Rowland
Slovak Sister City Committee	Rowland
Truman Award Commission	Rowland
Public Safety Tax Oversight Committee	Stewart
Storm Water Control Oversight Committee	Stewart
Street Improvement Oversight Committee	Stewart

Board of Building & Engineering Appeals	Stewart
Park Commission	Vaught
Tourism Commission	Vaught
World Cup	Vaught
Animal Welfare Committee	Wiley
Human Relations Commission	Wiley
Planning Commission	Wiley

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-049 **2R** An ordinance authorizing acceptance of a grant in the amount of \$1,021,000.00 from the Missouri Department of Transportation for reimbursement for DRE Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2024, to September 30, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **2R**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. The grant (Project #25-ENF-03-039) of \$1,021,000.00 will fund overtime for Impaired Driving, Youth Alcohol Enforcement, and Highway Safety Enforcement Campaigns. The Police Department will have year-round impaired driving enforcement periods. Enforcement will focus on areas where habitual DWI arrests have been made and where alcohol-related crashes have occurred. It will fund officers and underage confidential informants for Youth Alcohol Liquor Compliance Checks. The grant funds will also cover registration and travel expenses for up to three (3) officers to attend the DRE National Conference. All of these programs will be conducted during the time period of October 1, 2024, and September 30, 2025.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$1,021,000.00. Revenue totaling \$1,015,000.00 will be deposited in the Grant Fund, account 0154550-5102-DWIEN, and revenue totaling \$6,000.00 will be deposited in the Grant Fund, account 0154550-5203-DWIEN.

Council Action:

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of DWI Enforcement Grant Contract
2. 2024-2025 DWI Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$1,021,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF DRE CONFERENCE FEES AND OVERTIME PROGRAMS FOR THE POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND YOUTH ALCOHOL LIQUOR COMPLIANCE CHECKS FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of DRE Conference fees and overtime programs for the Police Department for impaired driving enforcement and youth alcohol liquor compliance checks in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-ENF-03-039) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00 for DRE Conference fees and overtime programs for the Police Department from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on impaired driving enforcement and youth alcohol liquor compliance checks, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for DRE Conference fees and overtime programs for impaired driving enforcement and youth alcohol liquor compliance checks.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Presiding Officer of the City Council
of the City of Independence, Missouri

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

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

Project Title: Impaired Driving Enf/Youth Alcohol Enf
Project Number: 25-ENF-03-039
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$1,021,000.00
Total:	\$1,021,000.00

Source of Funds	
Federal:	\$1,021,000.00
State:	
Local:	\$0.00
Total:	\$1,021,000.00

Prepared By
Wilson, Scott

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$1,021,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

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

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

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

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

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

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

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

From 2020 to 2023 the Independence Police Department investigated 9,338 crashes. It was determined that alcohol impairment was involved in 640 of these crashes which resulted in 18 fatalities and 350 reported injuries sustained.

The following shows where Independence ranks compared to other cities in Missouri for impaired related fatalities and serious injury crashes (2020-2022):

Impaired Crashes :

-3rd in the state (349 total)

Impaired Fatalities:

-2nd in the state (10 total)

Disabling Injuries:

-3rd in the state (33 total)

The top four crash locations in Independence are MO-291 at Gudgeon St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. M-78 (23rd Street).

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Additional Goals:

- Participate in national impaired driving campaigns;
- Participate in statewide quarterly impaired driving enforcement campaigns;
- Develop and implement a high visibility impaired driving enforcement plan involving saturation patrols and other approved methods.
- Conduct youth alcohol enforcement consisting of compliance checks, surveillance, and follow-up visits.

PROJECT DESCRIPTION

Three to five officers and one supervisor will be assigned to each saturation project in areas where DWI arrests have been made and where alcohol related crashes have occurred. This operation will be scheduled year-round on Friday and Saturday nights from 9:00 p.m. to 3:00 a.m. and target holidays when the occurrence of alcohol related crashes increase, to include during statewide mobilization campaigns. Additionally, monthly waves of enforcement will be conducted on Wednesday and Thursday nights from 6:00 p.m. to 12:00 a.m. The times will vary from 4:00 p.m. to 5:00 a.m. any day of the week. These waves will supplement the weekend saturations by officers working individually or in smaller teams so that additional DWI enforcement can be conducted throughout the week. Although these waves will be less intense than the weekend saturations, it will allow us to fill in gaps where there was no DWI enforcement coverage during the week. With the popularity of weeknight pool, bowling, poker, and other entertainment activities associated with the consumption of alcohol, these additional waves of enforcement will be beneficial to our goal of reducing alcohol related crashes. Large-scale saturations will be employed approximately ten times a year. They will consist of ten to thirty officers with two to three supervisors conducting saturation patrol in a determined location with a BAT van deployed for processing impaired drivers. These efforts will be accompanied by press releases advising the impending enforcement and results.

US-24, I-70, MO-12 (Truman Road), MO-291, MO-78(23rd Street), Noland Road, Lee's Summit Road, Sterling Ave, and US-40 top the list of alcohol related crash locations and will be the primary focus of DWI enforcement operations.

Underage confidential informants (C.I.s) supervised by police officers will be used to conduct approximately twelve liquor compliance checks a year. The goal is to conduct two to four compliance checks a year at each of the 180 licensed liquor establishments throughout the city. Additional follow-up compliance checks will be attempted for establishments with reported violations. Additional compliance checks, surveillance, and follow-ups will be conducted as funds and staffing allow.

Four to twelve officers and one supervisor working in teams of two will take part in these compliance checks. Each team will have one or two C.I.'s assigned to them. Each operation will be scheduled for 6-8 hours, depending on the number of violations. These operations will be scheduled year-round with special focus on weekends, holidays, prom, homecomings, and graduations. The goal of conducting liquor compliance checks is to reduce the availability of alcohol sales to youth in our community.

Implementation of the Cops in Shops program will place plainclothes officers in retail alcohol outlets posing as store clerks or employees in a collaborative effort to prevent illegal underage alcohol purchases and to prevent adults from purchasing alcohol for minors. Preliminary communication with retailers indicates nearly half of all Independence package liquor establishments wish to participate in this voluntary program.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts, but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

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

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

40 Total number of in-car video cameras. 70

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

11 PBTs
1 Sotoxa

42 Total number of Breath Instruments. 3

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

43 Identify primary enforcement locations.

I-70, I-470, US-40, US-24, MO-12, MO-291, MO-78, Noland Road, Sterling Ave and Lee's Summit Road.

44 Enter the number of enforcement periods your agency will conduct each month. 30

45 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

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

All days of the week.

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

4:00 PM to 5:00 AM with an emphasis on 9:00 PM to 3:00 AM.

48 Enter the number of officers assigned during the enforcement period. 40

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

Annual crash, impaired driving arrests, and liquor license violation statistics will be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Impaired Driving Enforcement (Including Supervisors, Officers, Dispatchers, Detention, and Administrative personnel)	5,360.00	\$125.00	\$670,000.00	\$0.00	\$670,000.00
	Overtime and/or Fringe	Youth Alcohol Enforcement (Including Supervisors, Officers, Minors (CI's), and Administrative personnel)	2,120.00	\$125.00	\$265,000.00	\$0.00	\$265,000.00
	Overtime and/or Fringe	Highway Safety Enforcement Campaigns (Holiday Impaired, Spring Impaired, DSOGPO)	640.00	\$125.00	\$80,000.00	\$0.00	\$80,000.00
					\$1,015,000.00	\$0.00	\$1,015,000.00
Training							
	Professional Development	DRE National Conference	3.00	\$2,000.00	\$6,000.00	\$0.00	\$6,000.00
					\$6,000.00	\$0.00	\$6,000.00
Total Contract					\$1,021,000.00	\$0.00	\$1,021,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-050 **2R** An ordinance authorizing acceptance of a grant in the amount of \$485,250.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference Fees and Overtime Program for Hazardous Moving Violations Enforcement from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **2R**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund overtime activities for enforcement projects related to traffic problems, along with costs to attend the annual LETSAC (Law Enforcement Traffic Safety Advisory Council) conference. This grant award (Project #25-PT*-02-042) of \$485,250.00 will fund Hazardous Moving Violation projects during the time period of October 1, 2024, and September 30, 2025. The police department will be required to conduct enforcement targeting offenders committing hazardous moving violations (speeding, following too close, improper lane use and failing to yield the right of way). The officers will be assigned to specific high accident locations to conduct this enforcement and will also participate in enforcement on red light running, I-70 aggressive driving, as well as the Union Pacific Police Department's Operation Lifesaver, which targets violators who fail to stop for railroad crossing gates or signals.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City is \$485,250.00. Revenue totaling \$481,250.00 will be deposited in the Grant Fund, account 0154550-5102-HMV, and revenue totaling \$4,000.00 will be deposited in the Grant Fund, account 0154550-5203-HMV.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of HMV Enforcement Grant Contract
2. 2024-2025 HMV Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$485,250.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR LETSAC CONFERENCE FEES AND AN OVERTIME PROGRAM FOR HAZARDOUS MOVING VIOLATIONS ENFORCEMENT FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-PT*-02-042) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) for LETSAC Conference fees and an overtime program from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on hazardous moving violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement that also include aggressive driving violations and, red light violations.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

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

Project Title: HMV Enforcement
Project Number: 25-PT*-02-042
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$485,250.00
Total:	\$485,250.00

Source of Funds	
Federal:	\$485,250.00
State:	
Local:	\$0.00
Total:	\$485,250.00

Prepared By
Wilson, Scott

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone
816-325-7300

Fax
816-325-7316

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$485,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

CONTRACT CONDITIONS - PAGE 6

- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

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

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

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

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

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

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

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

From 2020-2022, Independence experienced 6,644 crashes, of which 207 were serious injury crashes and 54 were fatality crashes. Motorists are accustomed to driving at least five to ten miles over the speed limit in almost every driving condition. Many are driving ten (10) to twenty (20) miles per hour over the speed limit. This coupled with following too closely on a regular basis results in traffic crashes and injuries. Speeding caused 1,005 crashes. 69 resulted in serious injury and 27 were fatal.

Independence has a large number of retail businesses around a major shopping center bordered by an Interstate highway, two major state routes and a primary city street. This greatly adds to the traffic flow into this area resulting in an increased amount of traffic congestion and traffic crashes. At this same interchange the Independence Events Center increases the already existing traffic problem. Independence also has a large shopping district stretching four miles through the center of the city along Noland Road. Noland Road is consistently a high crash location. Aggressive drivers become involved in road rage which results in even more serious consequences to the combatants.

In 2023, one hundred eighty-five (185) traffic crashes occurred along the 7 mile stretch of I-70 in Independence. This resulted in fifty (50) injured and five (5) fatality crashes. Of the 185 crashes on I-70, around twenty-two (22) could be attributed to following too close and around sixteen (16) were the result of improper lane use. These types of violations are consistent with aggressive driving.

One hundred fifty-one (151) crashes involved violations of signal/sign in 2023, injuring seventy-six (76) with no fatalities reported. Red light violations are in direct correlation to aggressive drivers who are notorious for also speeding, tailgating and cutting off other motorists.

The following shows where Independence ranks compared to other cities in Missouri for speeding related fatalities and serious injury crashes:

Speeding Crashes : 4th in the state
Speeding Fatalities: 3rd in the state
Speeding Serious Injuries: 4th in the state

The top four crash locations in Independence are MO-291 at Gudgeall St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. 23rd Street.

This information was located on the State of Missouri STARS Reporting site. (TR15 - Static Reports (missouri.gov))

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

PROJECT DESCRIPTION

Officers assigned to the HMV - High Crash Roadways project who are trained in speed measuring devices will be assigned to specific high crash locations. Officers will target hazardous moving violations such as speeding, following too close, improper lane use, and failing to yield the right of way. Officers will be required to monitor traffic and make contact with all observed traffic violators. Enforcement in the form of traffic tickets will be required for any violations found. There will also be a zero tolerance for seat belt violations and child restraint violations. Officers assigned to the Traffic Safety Unit will target nine major roadways, I-70, I-470, US24, US40, MO-12, MO-291, MO-78, Sterling, and Noland Road. Officers will also conduct enforcement in locations that may present as a short-term or newly identified problem area.

The Traffic Safety Unit will specifically target I-70 to curb aggressive driving. We have identified that tailgating and improper lane use contributes greatly to the crashes along this major stretch of Interstate in our city as stated in the Problem Identification section. Excessively high speeds have become commonplace with the lower traffic numbers near the onset of the COVID-19 pandemic. We have not observed a decrease in speeds even with more traffic as most people return to a semblance of normal work and school schedules. A robust enforcement plan with appropriate messaging via social media and press releases will help to make the public more aware of the problem and curb aggressive driving. We will also participate in the aggressive driving campaigns which are coordinated by MoDOT Kansas City District.

Officers will work alone and in teams to saturate areas where aggressive drivers accelerate through red lights or commit violations in conjunction with red light violations. Officers will target red light running violations along major streets and highways. We will also participate with the Union Pacific Police Department in Operation Lifesaver targeting violators who fail to stop for railroad crossing gates or signals and the Operation Impact Regional Coalition Enforcement Days.

Officers assigned to the Traffic Safety Unit are provided an allotment of hours monthly to enforce hazardous moving violations. Driving Campaigns are also staffed by members of the Traffic Safety Unit as well as patrol officers through monthly sign-up sheets. Aggressive Driving enforcement is strongly encouraged with an emphasis on driver education to reduce traffic crashes.

In 2023 Independence PD officers issued 6,850 traffic citations while working MoDOT funded HMV traffic grants, including 3,972 hazardous moving violations, and 2,878 non-moving citations.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

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

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

40 Total number of in-car video cameras. 70

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBTs - 11

Sotoxa Oral Fluid Device - 1

42 Total number of Breath Instruments. 3

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

43 Identify primary enforcement locations.

I-70, I-470, US-40, US-24, MO-12, MO-291, MO-78, Noland Road, Sterling Ave and Lee's Summit Road.

44 Enter the number of enforcement periods your agency will conduct each month. 50

45 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

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

All days of the week.

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

5:00 AM to 12:00 AM

48 Enter the number of officers assigned during the enforcement period. 40

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

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

Annual crash statistics will be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	HMV High-Crash Roadways (Supervisors, Officers, Dispatchers, and Administrative personnel)	2,200.00	\$125.00	\$275,000.00	\$0.00	\$275,000.00
	Overtime and/or Fringe	I-70 Aggressive Driving Enforcement (Supervisors, Officers, Dispatchers, and Administrative personnel)	1,150.00	\$125.00	\$143,750.00	\$0.00	\$143,750.00
	Overtime and/or Fringe	Red Light Enforcement (Supervisors, Officers, Dispatchers, and Administrative personnel)	500.00	\$125.00	\$62,500.00	\$0.00	\$62,500.00
					\$481,250.00	\$0.00	\$481,250.00
Training							
	Professional Development	LETSAC	4.00	\$1,000.00	\$4,000.00	\$0.00	\$4,000.00
					\$4,000.00	\$0.00	\$4,000.00
Total Contract					\$485,250.00	\$0.00	\$485,250.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-051 **2R** An ordinance finding, determining, and declaring the necessity of acquiring right of way and temporary construction easements for the Truman Connected Phase 1 Project (Project No. 112102); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the Truman Connected Ph. 1 Project (No. 112102). This project will provide new ADA-compliant sidewalks, dedicated bike lanes, curb & gutters, sidewalk ramps, storm sewer improvements, and street trees on Winner Road, Lexington Road, Bess Truman Parkway, and the Downtown Square.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is estimated at \$150,000. Funding for the Truman Connected Phase 1 Project (No. 112102) is included in the FY 24 adopted budget, page number 182, account number 7011-5406.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Truman Connected Phase 1 Easement Acquisition Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE TRUMAN CONNECTED PHASE 1 PROJECT (PROJECT NO.112102); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain right of way and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of Truman Connected Phase 1 Project (No. 112102), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Truman Connected Phase 1 Project (No. 112102) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

Temporary Construction Easement

A Temporary Construction Easement located on the Tracts of land described by the Warranty Deed recorded as document number 195910734629 and by the Warranty Deed recorded as

document number 196610877634 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 110, G.M. NICHOL'S RESURVEY OF RAVENSWOOD, a subdivision of land and the vacated Right-of-Way of 18'" Street, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of said Lot 110, also being on the North Right-of-Way line of Winner Road, as now established, thence, along said North Right-of-Way line, South 75°33'50" East, 53.40 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said North Right-of-Way line, North 14°26'10" East, 15.00 feet; thence South 75°33'50" East, 80.00 feet; thence South 14°26'10" West, 15.00 feet, to a point on said North Right-of-Way line; thence, along said North Right-of-Way line, North 75°33'30" West, 80.00 feet to the Point of Beginning, containing 1200 square feet, more or less.

Tract 2:

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2021E0134169 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 1 and 2, WOODSON HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southwest corner of said Lot 1, at a point at the intersection of the North Right-of-Way line of Lexington Avenue and the East Right-of-Way line of Forest Avenue, as now established; thence, along said East Right-of-Way line, North 01°21'35" East, 5.01 feet; thence leaving said East Right-of-Way line, South 85°15'17" East, 70.00 feet; thence South 04°44'43" West, 5.00 feet to a point on said North Right-of-Way line; thence North 85°15'17" West, 69.70 feet to the Point of Beginning, containing 349 square feet, more or less.

Tract 3:

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as document number 2021E0020951 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, WOODSON HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of said Lot 16, also being a point on the North Right-of-Way line of Lexington Avenue, as now established, thence, along said North Right-of-Way line, North 70°04'26" East, 13.47 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said North Right-of-Way line, North 19°55'34" West, 10.00 feet; thence North 70°04'23" East, 40.00 feet; thence South 19°56'08" East, 9.99 feet, to a point on said North Right-of-Way line and being the Southeast corner of said Lot 16; thence, along said North Right-of-Way line, along a curve to the right, having a radius of 307.11 feet, an arc length of 2.19 feet, a chord bearing of South 69°52'10" West, and a chord length of 2.19 feet; thence, continuing along said North Right-of-Way line, along a tangent line to the last described curve, South 70°04'26" West, 37.81 feet to the Point of Beginning, containing 400 square feet, more or less.

Tract 4

Temporary Construction Easement

A Temporary Construction Easement located in Lot 9, CRILEY PLACE, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and located in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of said Lot 9, and being a point on the North line of the Missouri Pacific Railroad Right-of-Way, thence, leaving said North Right-of-Way line, along the East line of said Lot 9, North 34°19'54" East, 137.72 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said East line, North 58°03'04" West, 5.00 feet; thence North 34°19'54" East, 40.03 feet; thence South 58°03'04" East, 5.00 feet, to a point on said East line; thence along said East line, South 34°19'54" West, 40.03 feet to the Point of Beginning, containing 200 square feet, more or less.

Tract 5

Right-of-Way

A Right-of-Way located on the Tract of land described by the Warranty Deed recorded as instrument number 2020E0057225 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 124 and 125 of VERNON PLACE, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows,

Commencing at the Northwest corner of said Lot 124, at a point on the South Right-of-Way line of Walnut Street, as now established; South 87°16'36" East, 145.89 feet, to the Point of Beginning of the Permanent Easement herein described;

Thence from the Point of Beginning, continuing along said South Right-of-Way line, South 87°18'21" East, 4.23 feet, to a point on the west Right-of-Way line of Lexington Avenue, as now established; thence, along said west Right-of-Way line, South 02°15'16" East, 25.31 feet; thence, continuing along said west Right-of-Way line, South 45°37'39" West, 24.98 feet, thence,

continuing along said west Right-of-Way line, South 39°14'36" West, 61.70 feet to the Southeast corner of said Tract; thence, along the south line of said Tract, North 83°29'14" West, 5.94 feet; thence, leaving said south line, North 39°14'36" East, 70.95 feet; thence North 19°52'16" East, 37.35 feet to the Point of Beginning, containing 709 square feet, more or less.

Tract 6

Right-of-Way

A Right-of-Way located on the Tract of land described by the Warranty Deed recorded as document number 2019E0077123 at the Jackson County, Missouri Recorder of Deeds Office and being a part of the Southeast Quarter of Section 03, Township 49 North, Range 32 West, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of Lot 37, VERNON PLACE, a subdivision of land, as recorded at said recorder of deeds, and being a point on the North Right-of-Way line of Walnut Street, as now established; thence along the South line of Lot 37 and the South line of Lot 24, of said VERNON PLACE, and their easterly prolongation, said line also being said North Right-of-Way line, South 87°16'39" East, 341.32 feet to a point on the East line of an Alley as shown on said VERNON PLACE, and being a point on the West line of said Tract; thence along the East line of said Alley and being the west line of said Tract, South 01°42'39" West, 10.04 feet to the Point of Beginning of the Permanent Easement herein described,

Thence from the Point of Beginning, leaving the East line of said Alley and the West line of said Tract, North 77°51'20" East, 13.03 feet to a point on the Northwest Right-of-Way line of Lexington Avenue, as now established; thence, along said Northwest Right-of-Way line, South 35°37'38" West, 15.65 feet to a point on the East line of said Alley; thence along the East line of said Alley, North 01°42'39" East, 6.10 feet to the Point of Beginning, containing 39 square feet, more or less.

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 2019E0077123 at the Jackson County, Missouri Recorder of Deeds Office and being a part of the Southeast Quarter of Section 03, Township 49 North, Range 32 West, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of Lot 37, VERNON PLACE, a subdivision of land, as recorded as said recorder of deeds, and being a point on the North Right-of-Way line of Walnut Street, as now established; thence along the South line of Lot 37 and the South line of Lot 24, of said VERNON PLACE, and their easterly prolongation, said line also being said North Right-of-Way line, South 87°16'36" East, 341.32 feet to a point on the East line of an Alley as shown on said VERNON PLACE, and being a point on the West line of said Tract; thence along the East line of said Alley and being the west line of said Tract, South 01°42'39" West, 5.92 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving the East line of said Alley and the West line of said Tract, North 77°51'20" East, 21.83 feet to a point on the Northwest Right-of-Way line of Lexington Avenue, as now established; thence, along said Northwest Right-of-Way line, South 55°37'38" West, 10.57 feet; thence leaving said Northwest Right-of-Way line, South 77°51'20" West, 13.03 feet, to a point on the East line of said Alley; thence along the East line of said Alley, North 01°42'39" East, 4.12 feet to the Point of Beginning, containing 70 square feet, more or less.

Tract 7

Temporary Construction Easement 1

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 200210093671 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 18, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows,

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15, 16, 17 and 18, North 88°15'44" West, 443.80 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 88°15'44" West, 15.00 feet to the Southwest corner of said Lot 18, also being a point on the East Right-of-Way line of Union Street, as now established; thence along said East Right-of-Way line, North 02°22'38" East, 15.00 feet; thence leaving said East Right-of-Way line, South 42°56'33" East, 21.10 feet to the Point of Beginning, containing 113 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 200210093671 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15 and 16, North 88°15'44" West, 179.31 feet, to the Southeast corner of said Tract, and being the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 88°15'44" West, 7.96 feet; thence leaving said North Right-of-Way line, North 02°04'22" East,

10.00 feet; thence South 88°15'44" East, 7.90 feet to a point on the East line of said Tract; thence along said East line, South 01°44'16" West, 10.00 feet to the Point of Beginning, containing 79 square feet, more or less. EIR,

Tract 8

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 2021E0057065 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15 and 16, North 88°15'44" West, 167.21 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, and along the South line of said Lot 16, North 88°15'44" West, 12.10 feet to the Southwest corner of said Tract; thence along the West line of said Tract, North 01°44'16" East, 10.00 feet; thence leaving said West line, South 88°15'44" East, 12.10 feet; thence South 01°44'16" West, 10.00 feet to the Point of Beginning, containing 121 square feet, more or less.

Tract 9

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded in Book 1878, at Page 390 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 39, OLD TOWN, now City of Independence, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southeast corner of said Lot 39, at a point at the intersection of the North Right-of-Way line of Lexington Avenue, as now established and the West Right-of-Way line of Pleasant Street, as now established, thence, along said North Right-of-Way line, North 88°08'48" West, 99.99 feet; thence leaving said West Right-of-Way line, North 01°51'12" East, 10.00 feet; thence South 88°08'48" East, 100.00 feet to a point on said West Right-of-Way line; thence South 01°53'09" West, 10.00 feet to the Point of Beginning, containing 1000 square feet, more or less.

Tract 10

Temporary Construction Easement

A Temporary Construction Easement located on portions of Lots 48 and 49, OLD TOWN, NOW CITY OF INDEPENDENCE, a subdivision of land in the city of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southwest corner of said Lot 48, being the point of intersection of the East Right-of-Way line of Osage Street, as now established, and the North Right-of-Way line of Lexington Avenue, as now established, thence, along said East Right-of-Way line, North 01°33'20" East, 25.00 feet; thence leaving said East Right-of-Way line, South 88°11'27" East, 99.40 feet; thence South 01°42'16" West, 25.00 feet to a point on said North Right-of-Way line; thence, along said North Right-of-Way line, North 88°11'27" West, 99.34 feet to the Point of Beginning, containing 2484 square feet, more or less.

Tract 11

Right-of-Way

A Right-of-Way located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Northeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the South Right-of-Way line of White Oak Street, as now established; thence, along said West Right-of-Way line, South 02°05'05" West, 5.00 feet; thence, leaving said West Right-of-Way line, North 42°33'13" West, 7.12 feet to a point on said South Right-of-Way line; thence along said South Right-of-Way line, South 87°11'31" East, 5.00 feet to the Point of Beginning, containing 12 square feet, more or less.

Temporary Construction Easement 1

A Temporary Construction Easement located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the North Right-of-Way line of Truman Road, as now established; thence, along said North Right-of-Way line, North 87°34'04" West, 5.00 feet; thence leaving said North Right-of-Way line, North 02°05'05" East, 10.00 feet; thence South 87°34'04" East, 5.00 feet to a point on said West Right-of-Way line; thence, along said West Right-of-Way line, South 02°05'05" West, 10.00 feet to the Point of Beginning, containing 50 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence,

Jackson County, Missouri, being described as follows;

Commencing at the Northeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the South Right-of-Way line of White Oak Street, as now established; thence, along said South Right-of-Way line, North &7°11'31" West, 5.00 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said South Right-of-Way line, South 42°33'13" East, 7.12 feet, to a point on said West Right-of-Way line; thence, along said West Right-of-Way line South 02°05'05" West, 5.00 feet; thence leaving said West Right-of-Way line, North 42°33'13" West, 14.23 feet, to a point on said South Right-of-Way line; thence, along said South Right-of-Way line, South 87°11'31" East, 5.00 feet to the Point of Beginning, containing 37 square feet, more or less.

Tract 12

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 197710314668 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of "ALL OF THE NORTH 100 feet of the SOUTH 324 1/2 feet of Lot 41, ANNEXED PART TO THE CITY OF INDEPENDENCE, EXCEPT the WEST 105 feet thereof, a subdivision in Independence, Jackson County, Missouri. ";

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 499 square feet, more or less.

Tract 13

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 200510019793 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of "THE EAST 180 FEET OF THE SOUTH 124 FEET OF THE NORTH 319 FEET OF LOT 41, ANNEXED PART TO THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. ";

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 619 square feet, more or less.

Tract 14

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2007E0080705 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “All of the East 180 feet of the South 80 feet of the North 195 feet of Lot 41, INDEPENDENCE ANNEX, a subdivision in Independence, Jackson County, Missouri. ”;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 400 square feet, more or less.

Tract 15

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2008E0041848 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “The South 65 feet of the East 150 feet of the North 115 feet of Lot 41, ANNEXED PART OF THE CITY OF INDEPENDENCE, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof”;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 325 square feet, more or less.

Tract 16

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2023E0027766 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “The North 50 feet of the East 150 feet of Lot 41, Annexed Part of the City of Independence, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, except the West 55 feet.””;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 251 square feet, more or less.

Tract 17

Temporary Construction Easement 1

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as instrument number 2018E0044747 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 4, 9 and 10 of MCCOY HOMESTEAD, a

subdivision of land and the vacated Railroad Right-of-Way, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at a point 25.00 feet South of the Northeast corner of Lot 11, of said MCCOY HOMESTEAD, at a point on the West Right-of-Way line of Spring Street, as now established; thence, along said west Right-of-Way line, North 01°44'02" East, 44.90 feet, to the Point of Beginning of the Temporary Construction Easement herein described,

Thence from the Point of Beginning, leaving said West Right-of-Way line, North 88°15'58" West, 5.00 feet; thence North 01°44'02" East, 292.07 feet; thence South 88°15'58" East, 5.00 feet to a Pl in said West Right-of-Way line, also being a point on the east line of said Lot 4; thence, along said West Right-of-Way line, and being along the East line of said Lot 4, the southerly prolongation of the East line of said Lot 4 and said Lots, 9 and 10, South 01°44'02" West, 292.07 feet to the Point of Beginning, containing 1460 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as instrument number 2018E0044747 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 1 and 2 of MCCOY HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at a point 25.00 feet South of the Northeast corner of Lot 11, of said MCCOY HOMESTEAD, at a point on the West Right-of-Way line of Spring Street, as now established; thence, along said west Right-of-Way line, North 01°44'02" East, 336.97 feet; thence, continuing along said West Right-of-Way line, North 31°41'09" West, 89.58 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said West Right-of-Way line, South 58°18'51" West, 5.00 feet; thence North 31°41'09" West, 87.58 feet; thence North 58°18'51" East, 5.00 feet to a point on said West Right-of-Way line; thence, along said West Right-of-Way line, South 31°41'09" East, 87.58 feet to the Point of Beginning, containing 438 square feet, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-052 **2R** An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **2R**

Recommendations:

Staff recommend approval of this item.

Background:

The Health and Animal Services Department has been provided an opportunity to receive funding for the Missouri Department of Health and Senior Services Public Health Emergency Preparedness Grant Program. This grant will provide for the reimbursement of qualified expenses up to \$125,685 from July 1, 2024, through June 30, 2025. Qualified expenses will include staff time and supplies.

Council approval of this item will authorize appropriation and spending of these dollars, which will then be reimbursed by the Missouri Department of Health and Senior Services. There are no matching funds required for this grant.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$125,685. The revenue will be deposited in the Grant Fund 015, account 015-4755-5101, page 113 of the Fiscal Year 24-25 proposed budget. There are no matching funds required for this grant.

Council Action:

Department / Contact	Health /
---------------------------------	----------

REVIEWERS

Christina Heinen

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HD.PHEP Grant 2024-25
2. PHEP_240611_111111

BILL NO. _____

ORDINANCE NO. _____

An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from July 1, 2024, through June 30, 2025; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Public Health Emergency Preparedness Grant Program Contract with the Missouri Department of Health and Senior Services;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept funding for an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$125,685.00) for the period of July 1, 2024, through June 30, 2025.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment, or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

SECTION 4. That appropriations in the 2024-2025 Grant Fund Health Department Operating Budget are hereby increased by One Hundred Twenty-Five Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$125,685.00) from the revenue anticipated from the Contract for this Public Health Emergency Preparedness Grant Program.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance
City of Independence, Missouri

**PROGRAM SERVICES CONTRACT**

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

Tracking # 56078	Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start: 7/1/2024	Contract End: 6/30/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)	
CITY OF INDEPENDENCE HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS	
111 E MAPLE ST P O BOX 1019	
CITY, STATE, and ZIP CODE	
INDEPENDENCE MO 64051	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER: U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

1. GENERAL

- 1.1 The contract amount shall not exceed \$125,685.00 for the period of July 1, 2024 through June 30, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Rikae Melzer
Address: P O Box 570, Jefferson City, MO 65102-0570
Phone: 573-751-8262
Email: Preparedness@health.mo.gov

2. PURPOSE

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

- 2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

- 3.1 Director of Local Public Health Agency - Referred to herein as “Administrator.”
- 3.2 WebSurv/EpiTrax - The WebSurv/EpiTrax applications are centralized and integrated databases that allow the Department and Local Public Health Agency (LPHA) staff the ability to enter and/or update case report information. They are web-based applications that support the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the LPHA and State to intervene in the disease investigation process.
- 3.3 Web Emergency Operations Center (WebEOC) - An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enable users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
- 3.4 Health Care Coalitions (HCC) - A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor’s Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800 – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), ICS-200 – Incident Command System for Single Resource and Initial Action Incidence, ICS-300 – Intermediate Incident Command System for Expanding Incidents, and ICS 400 – Advanced Incident Command System for Command and General Staff.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 4.1.1 These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within ten (10) months of hiring date.
- 4.1.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.
- 4.2 The Administrator shall provide twenty-four (24) hours, seven (7) days per week coverage for response to public health emergencies, and infectious diseases for the Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond.
- 4.2.1 The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four (24) hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov.
- 4.2.2 The Contractor shall maintain a current twenty-four (24)/seven (7) roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.
- 4.3 Within one (1) week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employee's name, job function/title and contact information. The Contractor shall send this information by email to Preparedness@health.mo.gov.
- 4.4 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings.
- 4.5 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at:
<https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis>
and EpiTrax application at: <https://epitrax.health.mo.gov/nedss/login/>
- 4.6 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9) (<https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-20.pdf>).
- 4.7 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.
- 4.8 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one (1) epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 4.9 The Contractor shall designate a Health Alert Network (HAN) coordinator.
- 4.9.1 This HAN coordinator must have administration and distribution rights at the local level.
- a. When individuals request access to the HAN, the HAN coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.
-
- 4.9.2 The Contractor shall participate in necessary trainings as scheduled by the Department's OEC regarding the use of the HAN system <https://login.juware.com/>.
- a. Open "Health Alerts Missouri" to access the Missouri Health Notification System.
- 4.9.3 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.
- 4.9.4 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.
- 4.10 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures.
- 4.10.1 The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning.
- 4.11 By June 30th, the Contractor shall complete the Tangible Personal Property Report (<https://clphs.health.mo.gov/lphs/xls/phep-tangible-personal-property-report-sf-428s-template.xls>) and submit to OEC at Preparedness@health.mo.gov
- 4.11.1 The Tangible Personal Property Report needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department preparedness funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form.
- 4.12 By June 30th, the Contractor shall submit to OEC a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.
- 4.12.1 The Contractor must use the Inventory Listing Template (<https://clphs.health.mo.gov/lphs/xls/phep-inventory-listing-template.xls>) to report this

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template.

- 4.13 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein, for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition.

- 4.13.1 Participation shall include, but is not limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition.

- a. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. See Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, for healthcare coalitions - frequently asked questions.

- 4.14 By June 30th, at least one (1) staff member of the Contractor will have completed WebEOC training.

- 4.15 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan, specifically the health and medical annex.

- 4.16 The Contractor shall validate/update their POD (Points of Dispensing) Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually by December 31st and June 30th.

- 4.16.1 Information on the sheet should be derived from existing plans, agreements and partnerships.

- a. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

- 5.1 The Contractor shall select a minimum of three (3) or more Capabilities within the six (6) Domains to work on during the contract period to ensure that fourteen (14) of the fifteen (15) Capabilities within the six (6) Domains are completed within the project period ending June 30, 2029. LPHAs are not asked to address Capability 12 that relates to the State Public Health Laboratory.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at <https://www.cdc.gov/ort/readiness/capabilities/index.htm>.
- 5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period once every five (5) years.
- 5.3 By September 30th, the Contractor shall submit the "Record of Changes" page, as well as the change made to their updated Local Public Health Emergency Plan or Guide.
-

- 5.4 If a deliverable cannot be met, documentation and/or explanation shall be included. Failure to submit reports or perform deliverables in the timeframe specified may cause a delay/hold in reimbursement requests.

6. REPORTS

- 6.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 6.2 The Contractor at a minimum of twice per calendar year during the effective dates of the contract, agrees to verify which of its employees are still employed and still require access to the Department's WebSurv/EpiTrax and HAN systems. The Contractor shall perform verification and updates with the WebSurv/EpiTrax and HAN systems. For WebSurv/EpiTrax changes, please contact edx@health.mo.gov. For HAN system changes, please contact drms@health.mo.gov.
- 6.3 The Contractor shall submit a Mid-Year Work Plan by January 15th and an End of Year Work Plan by June 30th to Preparedness@health.mo.gov.
- 6.4 The Contractor shall conduct a public health risk assessment with a collaborative planning team of public health, emergency management, healthcare system representatives and organizations that serve at-risk populations using MOPHRAT; identifying the hazards, impacts and vulnerable population groups within the Contractors jurisdiction.
- 6.4.1 The risk assessment shall be conducted once every five (5) years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.

7. BUDGET AND ALLOWABLE COSTS

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and incorporated by reference as if fully set forth herein.
- 7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
-
- 7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 7.4 Indirect Costs
- 7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

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CITY OF INDEPENDENCE HEALTH DEPARTMENT**

- 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

- 8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
 - 8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - 8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
 - 8.2.1 In addition, the Contractor shall submit the Invoicing Tool (<https://clphs.health.mo.gov/lphs/xls/invoice-tool-template.xls>) with each invoice to ensure that indirect costs are calculated correctly, as stated in Section 7.4 above.
- 8.3 The Contractor shall submit an itemized invoice monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 8.4 The Department will pay the Contractor monthly upon the receipt and approval of an itemized invoice and report(s) prepared according to the terms of this contract.
- 8.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P O Box 570
Jefferson City, MO 65102-0570
Or email to: Preparedness@health.mo.gov

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

- 8.6 The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

- 8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

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

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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10. RENEWALS

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

11. MONITORING

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

12. DOCUMENT RETENTION

- 12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 12.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

13. CONFIDENTIALITY

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- 13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

14. LIABILITY

- 14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

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intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

- 15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 15.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 15.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 15.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

16. AUTHORIZED PERSONNEL

- 16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the

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state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl>) the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- 16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

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- 17.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

18. TERMINATION

- 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 18.1.2 A change in federal or state law relevant to this contract occurs; or
- 18.1.3 A material change of the parties to the contract occurs; or
- 18.1.4 By request of the Contractor.

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- 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
-

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

19. SUBCONTRACTING

- 19.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 19.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates

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subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 19.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 19.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
-
- 19.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
 - 19.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

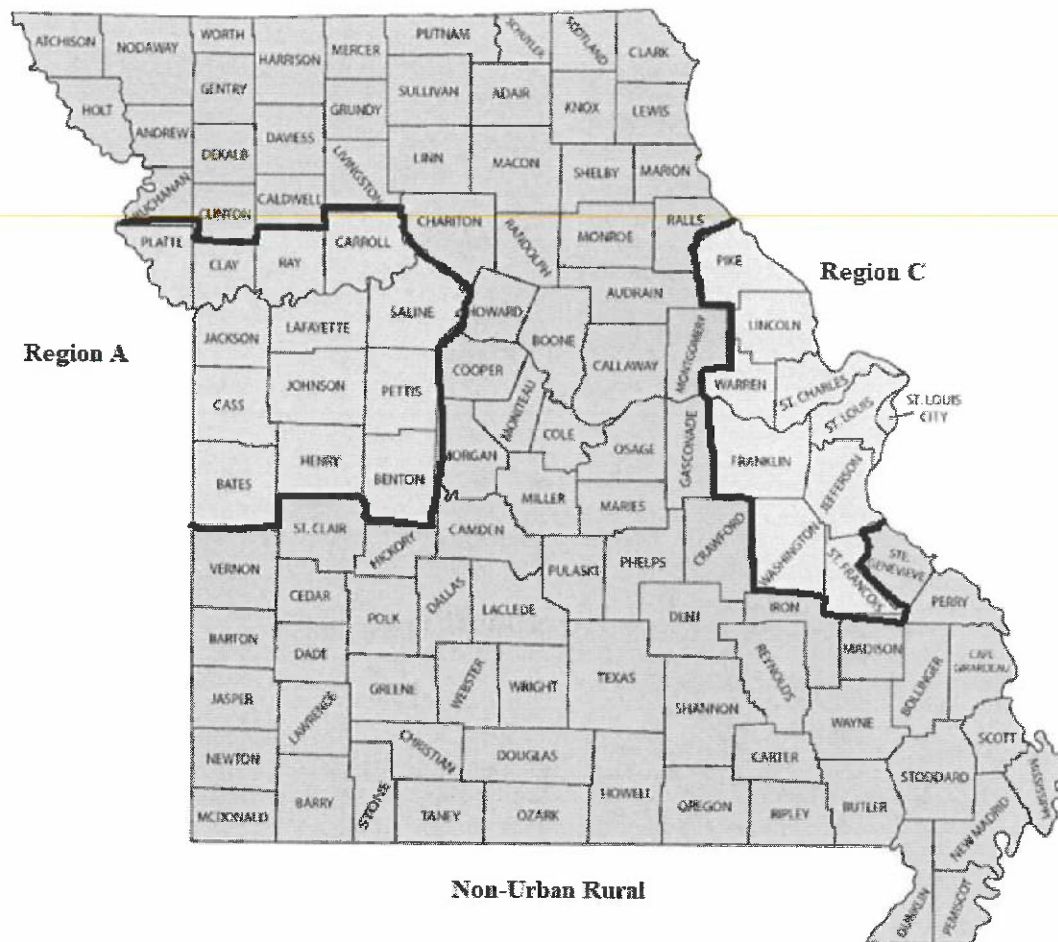
SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
- 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
- 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

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

Missouri Healthcare Coalitions



Healthcare Coalition Contacts		
Region A	Non-Urban Rural	Region C
Jennifer Sutherlin Mid-America Regional Council jsutherlin@marc.org 816-701-8362	Kara Amann-Kale Missouri Hospital Association KAmann-Kale@mhanet.com 573-893-3700	Rachel Mazzara St. Louis Area Regional Response System Rachel.Mazzara@ewgateway.org 314-332-4520

Healthcare Coalition Frequently Asked Questions

1. What is a regional healthcare coalition?

Healthcare coalitions (HCCs) are defined as “**a collaborative network of healthcare organizations and their respective public and private sector response partners** that serve as multiagency coordinating groups to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization and regional healthcare systems’ disaster operations.”

HCCs are supported through federal funding from the U.S. Department of Health and Human Services’ Administration for Strategic Preparedness and Response (HHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

Missouri has three HCCs covering the entire geography of the state:

- Region A Kansas City
- Region C St. Louis
- Nonurban: Includes most rural counties and is divided into five sub-regions – Northwest, Northeast, Central, Southwest, and Southeast.

2. Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain membership four core members in order to receive ASPR funding: public health, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

3. What is public health’s role in the regional HCCs?

Local public health is often the Emergency Support Function-8 (ESF-8) lead agency in county emergency management and, as such, has responsibility to assure all ESF-8 partners and emergency response functions have been anticipated and plans are developed. Engaging in routine planning meetings with the regional HCC and participating in trainings and exercises as they occur provides an excellent opportunity for regional planning, identification of remaining vulnerabilities and barriers, and a finding support in a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

4. What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

5. How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. LPHA participation in HCC activities ensures an efficient and appropriate level of engagement and allows contribution of your subject matter expertise as well as receiving the benefits of membership in a regional preparedness and response setting. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
4. Contractor Identifying Number (optional)			
5. UEI Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)	

MO 580-3091 (10-2022)

CITY OF INDEPENDENCE HEALTH AND ANIMAL SERVICES DEPARTMENT
Public Health Emergency Preparedness Budget
FY25 (July 1, 2024 - June 30, 2025)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	68,455	68,455
Fringe Benefits	23,804	23,804
Travel	2,250	2,250
Equipment (*see definition below)		
Supplies	19,000	19,000
Other	750	750
Contractual		
Subcontractor #1 (Enter Name)		0
Subcontractor #2 (Enter Name)		0
Subcontractor #3 (Enter Name)		0
Subcontractor #4 (Enter Name)		0
Subcontractor #5 (Enter Name)		0
Total Direct Costs	114,259	
Indirect (Administrative) Cost	11,426	
TOTAL CONTRACT	125,685	
Allowed cost for the calculation of Indirect (Administrative) Costs:		114,259
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.		10.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)		
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.		

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

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

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	56078	State: 0%	\$0.00	Federal: 100%	\$125,685.00
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Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start: 7/1/2024 Contract End: 6/30/2025 Amend#: 00 Contract #:

Vendor Name: CITY OF INDEPENDENCE HEALTH DEPARTMENT

CFDA: 0 Research and Development:

CFDA Name:

Federal Agency:

Federal Award: *

Federal Award Name: *

Federal Award Year: * DHSS #: ZZZ-PENDING FOA Federal Obligation: \$125,685.00

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

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

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

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

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

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

Enclosure

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-053 **2R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2023 Byrne Justice Assistance Grant (JAG) program, through a Memorandum of Understanding with Jackson County, Missouri, which allocates \$62,360.00 to the City of Independence, Missouri, for the Police Department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **2R**

Recommendations:

The Police Department recommends acceptance of this grant award.

Background:

In August 2023, the Independence Police Department joined with Jackson County, Missouri, Kansas City, Missouri, and the cities of Grandview, Raytown, and Lee's Summit, to submit an application to the Department of Justice, Office of Justice Program, Justice Assistance Grant (JAG) program. This program is used by the Department of Justice to assist state and local law enforcement efforts to prevent or reduce crime and violence and is the primary provider of federal criminal justice funding to states and units of local government.

The total amount that has been awarded to the Jackson County, Missouri area and the agencies listed above is \$726,157.00, and the Independence portion is \$62,360.00. The Police Department intends to purchase a Drug Terminator Incinerator to dispose of confiscated drugs in a safe and efficient manner and Mobile Data Terminals for the Community Services Unit. In addition, I2 Analyst Notebook Software will be purchased for the Crime Analyst Unit. The software is a powerful investigative tool that will increase case solvability. Finally, a DesignJet Printer will be purchased to allow the Analysts to print reports and presentations in large formats for courtroom testimony, community meetings, and/or training purposes.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$62,360.00 to be received as grant revenue. This revenue would be deposited into the Grant Fund and appropriated to 0154550-5405-JAG23. No local match is required. The grant award cycle covers October 1, 2022, through September 30, 2026.

Council Action:

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PD.2023 JAG Ordinance 6-12-24
2. 2023 JAG - Jackson County Approval
3. 2023 JAG - Award

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, FY 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, THROUGH A MEMORANDUM OF UNDERSTANDING WITH JACKSON COUNTY, MISSOURI, WHICH ALLOCATES \$62,360.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR THE POLICE DEPARTMENT'S USE; APPROPRIATING THE NECESSARY FUNDS; AND AUTHORIZING FUTURE CHANGE ORDERS AND APPROPRIATIONS FOR THE SAME PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interest of the City to participate as fully as possible in programs with other law enforcement agencies and other funding agencies to create and maintain an atmosphere as safe as possible for the citizens of Independence; and,

WHEREAS, Jackson County, Missouri, has received funds through the 2023 Byrne Justice Assistance Grant (JAG) Program Award from the U.S. Department of Justice for state and local law enforcement related initiatives; and,

WHEREAS, Jackson County, Missouri, has made available a total of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) and has authorized the allocation of said funds through their City Council Ordinance No. 5841 for the City of Independence, Missouri Police Department;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the 2023 Byrne JAG Program Award funds from Jackson County, Missouri in the amount of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) for the Police Department to purchase law enforcement related equipment, a copy of the signed Memorandum of Understanding being attached hereto, incorporated by reference thereto, and made a part of hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) from increased estimated revenues from the anticipated grant funding for this Justice Assistance Grant Program Award.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance & Administration
City of Independence, Missouri

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$726,157.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the 2023 JAG Grant awarded to the Prosecuting Attorney's Office.

ORDINANCE NO. 5841, April 1, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded to the Prosecuting Attorney's Office a Justice Assistance (JAG) grant in the amount of \$726,157.00, for the period October 1, 2022, to September 30, 2026; and,

WHEREAS, the County's portion of grant proceeds will be used for the partial funding of salary and benefits for two assistant prosecutors, one data/information analyst, and one diversion program manager/assistant prosecutor; and,

WHEREAS, another portion of the grant proceeds will be distributed among the City of Kansas City, MO - Neighborhood and Housing Services, and the Cities of Independence, Grandview, Lee's Summit, and Raytown; and,

WHEREAS, the Prosecuting Attorney's Office will provide an additional funds in the amount of \$59,659.00 for unfunded portions of salaries and benefits; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2024 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Prosecuting Attorney			
010-4101	45000 – Increase Revenues	\$726,157	
Non-Specific			
010-9999	32810 –		
	Undesignated Fund Balance		\$726,157
010-9999	32810 –		
	Undesignated Fund Balance	\$726,157	
Prosecuting Attorney			
010-4101	55010 – Regular Salaries		\$234,552
010-4101	55040 – FICA Taxes		\$14,804
010-4101	55050 – Pension Contributions		\$21,285
010-4101	55060 – Insurance Benefits		\$34,359
010-4101	56070 –		
	Intergovernmental Agreements		\$421,157

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2023 JAG grant.

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

APPROVED AS TO FORM:

Bryan D. Worsley
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5841 introduced on April 1, 202, was duly passed on April 15, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas <u>7</u>	Nays <u>0</u>
Abstaining <u>0</u>	Absent <u>2</u>

This Ordinance is hereby transmitted to the County Executive for his signature.

<u>4.15.2024</u>	<u>Mary Jo Spino</u>
Date	Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5841.

<u>4.15.2024</u>	<u>Frank White, Jr.</u>
Date	Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 010 4101 45000
ACCOUNT TITLE: Grant Fund
Prosecuting Attorney
Increase Revenues
NOT TO EXCEED: \$726,157.00

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$726,157.00

03/28/2024

Date


Sylva Stevenson (Mar 28, 2024 10:54 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: _____ SPONSOR: Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 5841 ASSIGNED MEETING DATE: 4/1/2024

STAFF CONTACT: Gina Robinson PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecuting Attorney

TITLE: Ordinance transferring and appropriating funds for the acceptance of the 2023 JAG Grant awarded to Jackson County by the US Department of Justice.

SUMMARY: Ordinance accepting the 2023 JAG Grant Awarded to Jackson County by the Department of Justice. The total award amount is \$726,157. The funds will be distributed between the Jackson County Prosecutor's Office (\$305,000), City of Kansas City - Neighborhood and Housing Services (\$315,838), City of Independence (\$62,360), City of Grandview (\$15,482), City of Lee's Summit (\$10,952) and the City of Raytown (\$16,525). Funding source for the above-named government agencies is allocated below as 56070. The Prosecutor's Office will administer the grant. This grant expires 9/30/26.

The total award amount allocated to Jackson County (\$305,000) will provide partial funding for two assistant prosecutors, one data/information analyst and one diversion program manager/assistant prosecutor. To complete the projects, the Prosecutor's Office will provide an additional \$59,659 to pay for the unfunded portions of encumbants.

Please appropriate \$726,157 and transfer \$59,659 from 008-4152-56798 into:

55010	Regular Salaries	\$267,025
55040	FICA Taxes	\$20,427
55050	Pension Contributions	\$29,373
55060	Insurance Benefits	\$47,834
56070	Intergovernmental Agreements	\$421,157

FINANCIAL IMPACT: NO ☐

YES ☒

See JAG23-eRLA#1

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: APPROPRIATE FUNDS

TRANSFER FUNDS

ATTACHMENT(S): Award, Agreement, Budget, Prior Ord 5693 (10/31/22)

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

ORD # **5841**

APPROVED
By Sarah Matthes at 2:21 pm, Mar 19, 2024

JAG23-eRLA#1**Transferring Fund From:**

Amount:	Fund:	Department:	Line-Item Detail
\$726,157	010 (Grant Fund)	9999(*)	32810 (Undesignated Fund Balance)
\$59,659	008 (Anti-Crime Sales Tax Fund)	4152 (Prosecutor- Criminal Prosecution)	56798 (Grant Match)

Transferring Fund To:

Amount:	Fund:	Department:	Line-Item Detail
\$267,025	010 (Grant Fund)	(2023 JAG Grant)	55010 (Regular Salaries)
\$20,427	010 (Grant Fund)	(2023 JAG Grant)	55040 (FICA Taxes)
\$29,373	010 (Grant Fund)	(2023 JAG Grant)	55050 (Pension Contributions)
\$47,834	010 (Grant Fund)	(2023 JAG Grant)	55060 (Insurance Benefits)
\$421,157	010 (Grant Fund)	(2023 JAG Grant)	56070 (Intergovernmental Agreements)



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	JACKSON COUNTY GOVERNMENT 415 E 12TH ST
City, State and Zip:	KANSAS CITY, MO 64106
Recipient UEI:	FFLFQA71R3K9
Project Title: Greater Kansas City Crime Prevention Initiatives	Award Number: 15PBJA-23-GG-03555-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$726,157.00	Federal Award Date: 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.	

Award Letter

September 22, 2023

Dear Gina Robinson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by JACKSON COUNTY GOVERNMENT for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$726,157.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

JACKSON COUNTY GOVERNMENT

UEI

FFLFQA71R3K9

Street 1

415 E 12TH ST

Street 2

City

KANSAS CITY

State/U.S. Territory

Missouri

Zip/Postal Code

64106

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03555-JAGX

Supplement Number

00

Federal Award Amount

\$726,157.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT13952643

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Tammy Lovill

Phone Number

[202-598-6565](tel:202-598-6565)

E-mail Address

Tammy.L.Lovill@usdoj.gov

Project Title

Greater Kansas City Crime Prevention Initiatives

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at

any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious

practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator

enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making

such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial

Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and

responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

64

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

65

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

☒ [X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/19/23 8:30 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Chief of Operations

Name of Authorized Entity Official
Gina Robinson

Signed Date And Time
1/16/2024 1:27 PM

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF JACKSON, MISSOURI AND
THE CITY OF KANSAS CITY, MISSOURI
THE CITY OF INDEPENDENCE, MISSOURI
THE CITY OF GRANDVIEW, MISSOURI
THE CITY OF LEE'S SUMMIT, MISSOURI
THE CITY OF RAYTOWN, MISSOURI**

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2022-September 30, 2026**

This Agreement is made and entered into this 1st day of August 2023, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY1), and the CITY of Independence (CITY2), and the CITY of Grandview (CITY3), and the CITY of Lee's Summit (CITY 4), and the CITY of Raytown (CITY5).

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$726,157 to the above-named units of government for state and local law enforcement related initiatives; and

WHEREAS, each governing body agrees that the COUNTY of Jackson shall serve as the fiscal agent for the funds; and

WHEREAS, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY1 \$315,838 from the JAG award for Neighborhoods and Housing Services; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY2 \$62,360 from the JAG award to purchase to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY3 \$15,482 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY4 \$10,952 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY5 \$16,525 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to \$305,000 from the JAG award for salaries and benefits of staff in the Jackson County Prosecutor's Office; and

WHEREAS, the COUNTY of Jackson, CITY1, CITY2, CITY3, CITY4 and CITY5 believes it to be in their best interests to reallocate JAG funds.

Section 1.

COUNTY of JACKSON agrees to pay CITY1 \$315,838 of JAG funds.

CITY1 agrees to use the \$315,838 for Neighborhoods and Housing Services.

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Section 2.

COUNTY of JACKSON agrees to pay CITY2 a total of \$62,360 of JAG funds.

CITY2 agrees to use \$62,360 to purchase Law Enforcement Equipment.

Section 3.

COUNTY of JACKSON agrees to pay CITY3 a total of \$15,482 of JAG funds.

CITY3 agrees to use \$15,482 to purchase Law Enforcement Equipment.

Section 4.

COUNTY of JACKSON agrees to pay CITY4 a total of \$10,952 of JAG funds.

CITY4 agrees to use \$10,952 to purchase Law Enforcement Equipment.

Section 5.

COUNTY of JACKSON agrees to pay CITY5 a total of \$16,525 of JAG funds.

CITY5 agrees to use \$16,525 to purchase Law Enforcement Equipment.

Section 6.

COUNTY of JACKSON agrees to receive a total of \$305,000 of JAG funds.

COUNTY of JACKSON agrees to use the \$305,000 for salaries and benefits of staff in the Jackson County Prosecutor's Office.

Section 7.

Nothing in the performance of this Agreement shall impose any liability for claims against all participating CITIES under this Memorandum of Understanding.

Section 8.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

Section 9.

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

Section 10.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 11.

By entering into this Agreement, the parties do not intend to create any obligations express or implies other

GMS APPLICATION NUMBER: 13952643

than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF JACKSON COUNTY, MISSOURI

By: Jean Peters Baker
Jean Peters Baker
Jackson County Prosecutor

CITY OF KANSAS CITY, MISSOURI

By: Brian Platt
Brian Platt
City Manager

CITY OF INDEPENDENCE, MISSOURI

By: Adam Dustman
Adam Dustman
Chief, Independence Police Department

By: Zachary Walker
Zachary Walker
City Manager

CITY OF GRANDVIEW, MISSOURI

By: Cemal Gungor
Cemal Gungor (Aug 23, 2013 14:35 CDT)
Cemal Umut Gungor
City Manager

CITY OF LEE'S SUMMIT, MISSOURI

By: Travis Forbes
Travis Forbes
Chief, Lee's Summit Police Department

By: William A. Baird
William A. Baird
Mayor

CITY OF RAYTOWN, MISSOURI

By: Michael McDonough
Michael McDonough
Mayor

By: Damon Hodges
Damon Hodges
City Administrator

By: Robert Kuehl
Robert Kuehl
Chief, Raytown Police Department

2023 JA-6

Purpose Area #4

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

(DOJ Financial Guide, Section 3.10)

A. Personnel

Name		Position	Computation						
List each name, if known.		List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
			Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
JACKSON COUNTY								\$0	\$0
Jackson County Position		Data & Information Analyst	\$40,000.00	yearly	1	100%		\$40,000	\$40,000
Jackson County Position		Asst Prosecutor/Diversion Manager	\$41,052.00	yearly	1	100%		\$41,052	\$41,052
Jackson County Position		Assistant Prosecutor	\$78,500.00	yearly	1	100%		\$78,500	\$78,500
Jackson County Position		Assistant Prosecutor	\$75,000.00	yearly	1	100%		\$75,000	\$75,000
								\$0	\$0
								\$0	\$0
								\$0	\$0
								\$0	\$0
								\$0	\$0
			Total(s)				\$234,552	\$0	\$234,552
Narrative									

JACKSON COUNTY

Data & Information Analyst will convert information received through investigations and prosecutions and convert it into useable criminal intelligence, maintain the basis data management system and updating it to capture all appropriate data points, creating data maps, other searchable databases and provide necessary information to coordinate with other partners to identify potential crime trends (geographical, crime type, person specific), determine internal efficiencies, and provide recommendations on organizational changes that will help focus resources on cases, programs, and policies that will provide the greatest results in reducing violent crime in Jackson County, spending 100% of this time to the project.

Assistant Prosecutor/Diversion Manager will be responsible for the day-to-day supervision of cases assigned to the New Start Diversion Program, spending 100% of this time to the project.

Assistant Prosecutors will focus on existing and future crime, notably violent crime, reduction efforts within the Jackson County, Prosecutor's Office, spending 100% of this time on the project.

B. Fringe Benefits					
Name		Computation			
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>			
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
JACKSON COUNTY			\$0		\$0
Data & Information Analyst - FICA	\$40,000.00	7.65%	\$3,060		\$3,060
Data & Information Analyst - Pension	\$40,000.00	11.00%	\$4,400		\$4,400
Data & Information Analyst - Health Insurance	\$40,000.00	22.11%	\$8,842		\$8,842
			\$0		\$0
Assistant Prosecutor - FICA	\$78,500.00	7.65%	\$6,006		\$6,006
Assistant Prosecutor - Pension	\$78,500.00	11.00%	\$8,635		\$8,635
Assistant Prosecutor - Health Insurance	\$78,500.00	23.39%	\$18,362		\$18,362
			\$0		\$0
Assistant Prosecutor - FICA	\$75,000.00	7.65%	\$5,738		\$5,738
Assistant Prosecutor - Pension	\$75,000.00	11.00%	\$8,250		\$8,250
Assistant Prosecutor - Health Insurance	\$75,000.00	9.54%	\$7,155		\$7,155
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

		Total(s)	\$70,448	\$0	\$70,448
Narrative					
JACKSON COUNTY – FICA = 7.65%; Pension = 11%; Health Insurance = \$368.42 x 24 pay periods (data information analyst); \$765.08 x 24 pay periods (assistant prosecutor); \$298.13 x 24 months (assistant prosecutor)					

G. Subawards (Subgrants)						
Description	Purpose	Consultant?				
Provide a description of the activities to be carried out by subrecipients.	Describe the purpose of the subaward (subgrant)	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
			Total Cost	Non-Federal Contribution	Federal Request	
City of Kansas City	Disparate Grouping for Local JAG Allocation	No	\$315,838		\$315,838	
City of Independence	Disparate Grouping for Local JAG Allocation	No	\$62,360		\$62,360	
City of Grandview	Disparate Grouping for Local JAG Allocation	No	\$15,482		\$15,482	
City of Lee's Summit	Disparate Grouping for Local JAG Allocation	No	\$10,952		\$10,952	
City of Raytown	Disparate Grouping for Local JAG Allocation	No	\$16,525		\$16,525	
			Total(s)	\$0	\$421,157	
Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.			
			Cost	Duration or Distance	# of Staff	Federal Request
			Total			
			\$0			\$0
			\$0			\$0
Narrative						

CITY OF KANSAS CITY \$315,838 Senior Administrative Assistant/JAG Coordinator (\$16,147) This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests. Client Advocate Supervisor (\$77,784) This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach. Client Advocate (\$51,730) This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and on-going support in coping with the impact of the victimization. Kansas City Crime Commission (\$150,000) The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance									
H. Procurement Contracts									
Description	Purpose	Consultant?							
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>							
			Total Cost	Non-Federal Contribution	Federal Request				
				\$0	\$0				
			Total(s)	\$0	\$0				
Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense		Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request		
					\$0	0	\$0		
				Total	\$0	\$0	\$0		
Narrative									

2023 JAG Grant

G. Subawards - \$421,157

CITY OF KANSAS CITY \$315,838

Neighborhood Services Department \$36,324

Personnel (\$16,147)

Senior Administrative Assistant/JAG Coordinator - This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests.

#	Description	Cost
1	Senior Admin/JAG Coordinator	\$16,147
	Salary - \$11,298	
	FICA - \$865	
	Pension - \$1,408	
	Insurance - \$2, 576	
	FICA = 7.65%; Pension = 12.24%; Health Insurance = \$214.67 x 12 months	
Total Estimated Expenditure		\$16,147

Dumpsters (\$20,177)

The City of Kansas City, Missouri spends three to four million dollars a year cleaning up garbage and bulk items illegally dumped at the curb and the right of way by landlords when they evict a resident or when resident voluntarily vacates the unit. Neighborhood Services Department will host Community Outreach Clean-up Events.

#	Description	Cost
45	Dumpsters	\$20,177
Total Estimated Expenditure		\$20,177

Health Department \$129,514

The Kansas City, Missouri Health Department participates in the Kansas City No Violence Alliance (KC NoVA), a multi-agency partnership between local law enforcement, public sector, research, and community development organizations dedicated to reducing the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach. The case workers collaborate closely with law enforcement project leadership, Missouri Probation and Parole, Jackson County Prosecutor's Office and community direct service organizations and agencies to reduce recidivism.

Personnel (\$129,514)

Client Advocate Supervisor - This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach.

Client Advocate - This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and ongoing support in coping with the impact of the victimization.

#	Description	Cost
1	Client Advocate Supervisor	\$77,784
	Salary - \$63,342	
	Insurance - \$14,442	
	Health Insurance = \$1,203.50 x 12 months	
1	Client Advocate	\$51,730
	Salary - \$51,730	
	Total Estimated Expenditure	\$129,514

Kansas City Crime Commission \$150,000

The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance Program serves a minimum of 150 to 200 "high to medium risk" individuals (all on probation/ parole) in intensive programming, training, and case management, monitored through monthly reports. Second Chance works with the business community, local law enforcement, Missouri Probation & Parole, US Probation Services and other agencies and organizations needed to help create a safe environment for all Kansas City residents per the Crime Commission mission statement. Lastly, Second Chance serves 500 offenders with information, referral, and connections to resources through meetings in the community and at jails/prisons. This information is reported to and tracked by the Second Chance Program Director.

The Adopt-A-Street Coordinator administers, reviews, and evaluates the Adopt-A-Street Program which is a partnership between the City and its merchants and residents. Volunteer groups or individuals agree to adopt an area and take responsibility for keeping the street, sidewalk, and storm drain clean. In return, the city provides free street cleaning supplies, and litter and compostable leaf bag pickup and signage. Reporting and monitoring of the graffiti program occurs six months out of the year and involves monitoring the program and reporting outcomes.

#	Description	Cost
1	Second Chance Program Director <i>salary/fringe benefits</i>	\$79,000
1	Adopt A Street Coordinator <i>salary/fringe benefits</i>	\$54,600
1	Miscellaneous Supplies <i>Signs, installation hardware, trash bags, vests, liter pickers, buckets first aid supplies, gloves, road cones</i>	\$7, 400
1	Vice President/Program Coordinator Salary <i>(6% of \$150,000)</i>	9,000
Total Estimated Expenditure		\$150,000

CITY OF INDEPENDENCE \$62,360

Independence will purchase ruggedized Toughbook mobile computers, docks, power supplies, analyst notebook software and printer to expand current research, community engagement and training capabilities as well as a drug terminator incinerator to dispose of confiscated drugs in a safe and efficient manner.

#	Description	Cost
6	FZ-55FZ4XAM Ruggedized Mobile Computer	\$24,810
6	FZ-VEB551U Desktop	\$2,460
6	551U Desktop	\$450
1	Drug Terminator Incinerator	\$6,010
1	I2 Analyst Notebook software	\$23,635
1	HP DesignJet T1700-44 Postrict Printer	\$4,995
Total Estimated Expenditure		\$62,360

CITY OF GRANDVIEW \$15,482

Grandview will purchase tactical mounted lights to replace equipment that is no longer compatible and fitness equipment to replace aging and outed dated equipment to improve public and officer safety.

#	Description	Cost
45	Weapon Mounted Tactical Lights	\$5,500
1	Treadmill	\$5,000
1	Stationary Bike	\$1,000
1	Vertical Climber	\$3,982
Total Estimated Expenditure		\$15,482

CITY OF LEE'S SUMMIT \$10,952

Lee's Summit will purchase a barrier system to provide privacy to criminal investigators working at crime scenes to quickly establish and collect evidence and a portable x-ray machine for the LDPD Bomb Squad technicians to safely investigate, identify and render safe suspicious packages, etc...

#	Description	Cost
1	SRN Barrier System	\$2,693
1	XRS-MD portable x-ray machine	\$8,259
Total Estimated Expenditure		\$10,952

CITY OF RAYTOWN \$16,525

Raytown will purchase stand-alone ballistic plates to provide officers rifle rated protection at the outset of a critical incident.

#	Description	Cost
485	American Blast Systems Level III Ballistic Plates	\$16,525
Total Estimated Expenditure		\$16,525

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$234,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,552
B. Fringe Benefits	\$70,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,448
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$421,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$421,157
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-054 **2R** An ordinance authorizing acceptance of a grant in the amount of \$76,250.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **2R**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. This grant award (Project #25-M2HVE-05-004) of \$76,250.00 will fund overtime programs to conduct occupant safety device enforcement as well as the Highway Safety Click It or Ticket and the Child Passenger Safety Campaigns, which target violators who fail to wear seat belts or use child restraint systems during the time period of October 1, 2024, and September 30, 2025.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$76,250.00. The Revenue will be deposited in the Grant Fund, account 0154550-5102-OCCP.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover

Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of OCCP Grant Contract
2. 2024-2025 OCCP Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$76,250.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR OCCUPANT PROTECTION ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for occupant protection enforcement programs in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-M2HVE-05-004) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) for overtime programs for the Police Department from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on occupant safety device violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for overtime programs for occupant safety device violations enforcement.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any

increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024 , BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

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

Project Title: Occupant Protection Enforcement
Project Number: 25-M2HVE-05-004
Project Category: 405b Low HVE
Program Area: Occupant Protection

Funding Source: 405b / 20.616

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$76,250.00
Total:	\$76,250.00

Source of Funds	
Federal:	\$76,250.00
State:	
Local:	\$0.00
Total:	\$76,250.00

Prepared By
Wilson, Scott

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone
816-325-7300

Fax
816-325-7316

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$76,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

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

I. RELATIONSHIP

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

II. GENERAL REQUIREMENTS

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

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

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

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

CONTRACT CONDITIONS - PAGE 6

- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

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

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

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

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

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

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

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

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

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

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

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

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

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

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

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

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

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

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

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

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

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

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

B. PROJECT ACTIVITIES

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

C. PARTNERSHIPS

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

D. ALLOWABLE COSTS

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

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

E. DRUNK DRIVING ENFORCEMENT PROJECTS

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

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

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

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During 2017-2021, 64.9% of drivers and occupants killed in crashes in Missouri were unrestrained. The percent of unrestrained teens killed is even higher at 71.6% while pickup truck drivers and occupants are even higher yet at 76.6%.

Missouri's observed seat belt use rate of 88.9% in 2022 is below the national average of 91.6%. Teen seat belt use is of particular concern coming in at just 71.8%, approximately 17% lower than the state average. Furthermore, seat belt use remains lowest amongst males, on non-highways, and in rural areas, particularly southeast and northeast Missouri. If everyone in Missouri buckled up, an estimated 250 lives would be saved each year.

From 2020-2022, Independence experienced 6,644 crashes, of which 207 were serious injury crashes and 54 were fatality crashes. It was determined that seat belts or appropriate safety seats were not used in 448 of those crashes. Among these crashes, twenty-one (21) resulted in fatal injuries. Of the 448 crashes, forty-two (42) reported disabling injuries sustained.

The following shows where Independence ranks compared to other cities in Missouri for unbuckled fatalities and serious injury crashes:

Unbuckled Crashes : 4th in the state
Unbuckled Fatalities: 4th in the state
Unbuckled Serious Injuries: 4th in the state

The top four crash locations in Independence are MO-291 at Gudgell St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. 23rd Street.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average unrestrained fatality target of 324.4 by December 31, 2026.

Other Performance Measure Goal:

Missouri's goal is to increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 1 percentage point annually from the 2022 calendar base year rate of 88.9% to 93.0% by December 31, 2026.

Project Goals:

- Participate in national "Click It or Ticket" campaign;
- Participate in quarterly occupant protection enforcement campaigns;
- Develop and implement an enforcement plan that will focus on non use of occupant protection devices as required by state statute or local ordinance.

PROJECT DESCRIPTION

Independence has an established primary seat belt ordinance. Officers will work alone and in teams with enforcement efforts targeting major roadways. Officers will monitor traffic and make contact with observed traffic violators with emphasis on occupant safety devices. There will be zero tolerance for seat belt violations and child restraint violations. We will also participate in the Click-it or Ticket (CIOT) and Child Passenger Safety (CPS) enforcement mobilizations.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

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

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

- 40 Total number of in-car video cameras. 70
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- PBTs - 11
SoToxa Oral Fluid Device - 1
- 42 Total number of Breath Instruments. 3
- The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.
- 43 Identify primary enforcement locations.
- Major roadways including I-70, I-470, MO 291, MO 78, MO 12, US 24 Hwy, US 40 Hwy, Sterling Ave, Crysler Ave, Noland Rd, Lee's Summit Rd, Truman Rd, 23rd St, 35th St, 39th St.
- 44 Enter the number of enforcement periods your agency will conduct each month. 10
- 45 Enter the months in which enforcement will be conducted.
- All months of the fiscal year.
- 46 Enter the days of the week in which enforcement will be conducted.
- All days of the week.
- 47 Enter the time of day in which enforcement will be conducted.
- 5:00 AM to 10:00 PM
- 48 Enter the number of officers assigned during the enforcement period. 16
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

Evaluation results will be used to determine:

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

Annual crash statistics will be analyzed to determine impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Occupant Protection Enforcement (Including Officers, and Administrative Personnel).	530.00	\$125.00	\$66,250.00	\$0.00	\$66,250.00
	Overtime and/or Fringe	Highway Safety Enforcement Campaigns (CIOT/Youth Seatbelt/CPS)	80.00	\$125.00	\$10,000.00	\$0.00	\$10,000.00
					\$76,250.00	\$0.00	\$76,250.00
Total Contract					\$76,250.00	\$0.00	\$76,250.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-055 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 24 HWY Improvement Steel Pole Installation Project (Project No. 500000835); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions necessary for the installation of 8 steel power poles along US 24 Highway from Grand Avenue to N. Dodgion Street.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is estimated at \$80,000. Funding for the 24 Highway Improvement Steel Pole Installation is included in the 2022-23 adopted budget, page 243, Capital Improvements, capital project account number 0207020-5406-202206-C, T&D Road Improvement Projects, IPL Fund 020.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. 24 HWY Improvement Steel Pole Installation Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE 24 HWY IMPROVEMENT STEEL POLE INSTALLATION PROJECT (PROJECT NO. 500000835); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements & temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of 24 Hwy Improvement Steel Pole Installation Project (No. 500000835), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved 24 Hwy & River Improvement Steel Pole Installation Project (No. 500000835) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

GENERAL UTILITY EASEMENT

A General Utility Easement located in part of Lot 2, Block 1, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City

of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West; thence along the North line of said Northwest Quarter, North 86°45 '44" West, 274.42 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Lynn Street, as now established,· thence along said Northerly prolongation, South 01°54'13" West, 33.97 feet to the intersection of said East Right-of-way line and the South Right-of-way line of US 24 Highway, as now established and described in the Report of Commissioners Case No. 2316-CV02463 filed in Division 16 on June 29, 2023, the Point of Beginning,·

Thence from the Point of Beginning along said South Right-of-Way line, North 78°41 '37" East, 3.79 feet; thence continuing along said South Right-of-Way line, South 86°01 '29" East, 11.31 feet; thence leaving said South Right-of-Way line, South 01°54 'J 3" West, 15.01 feet,· thence North 86°01 '29" West, 15.01 feet to a point on said East Right-of-Way line,· thence along said East Right-of-Way line, North OJ 054'J 3" East, 14.01 feet to the Point of Beginning.

The above easement contains 223 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 2 and 3, Block 1, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West; thence along the North line of said Northwest Quarter, North 86°45 '44" West, 274.42 feet, to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Lynn Street, as now established,· thence along said Northerly prolongation, South OJ 054'] 3" West, 47.98 feet, to a point on said East Right-of-way line, the Point of Beginning.

Thence from the Point of Beginning, leaving said East Right-of-Way line, South 86°01 '29" East, 15.OJ feet,· thence North OJ 054'13" East, 15.OJ feet, to a point on the South Right-of-way line of US 24 Highway, as now established and described in the Report of Commissioners Case No. 231 6-CV02463 filed in Division 16 on June 29, 2023; thence along said South Right-of-Way line, South 86°01 '29" East, 98.70 feet,· thence continuing along said South Right-of-Way line, South 37°37'01" East, 13.37 feet, to a point on the East line of said Lot 2,· thence along the East line of said Lots 2 and 3, South 01°56'41" West, 75.67 feet,· thence leaving said East line, North 88°03 '19" West, 122.09 feet, to a point on said East Right-of-Way line,· thence along said East Right-of-Way line, North 01°54'13" East, 75.00feet, to the Point of Beginning.

The above easement contains 10,460 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 2:

GENERAL UTILITY EASEMENT

A General Utility Easement located in part of Lot 2, Block 2, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West, · thence along the North line of said Northwest Quarter, North 86°45 '44" West, 657.40 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Main Street, as now established, · thence along said Northerly prolongation, South O1054'13"West, 35.22feet to the intersection of said East Right-of-way line and the South Right-of-way line of US 24 Highway, as now established and described in the Conveyance of Right-of-Way recorded at said Recorder of Deeds Office as Instrument number 2022E0063428, the Point of Beginning,

Thence from the Point of Beginning along said South Right-of-Way line, South 87°01 '12" East, 11.63 feet to the Northwest corner of a General Utility Easement as recorded at said Recorder of Deeds office as Instrument number 2022E0063427, · thence leaving said South Right-of-Way line, along the West line of said Easement and its southerly prolongation, South 03°10 '22" West, 10.00 feet, · thence South 50°33 '44" West, 15.19 feet to a point on said East Right-of-Way line; thence along said East Right-of-Way line, North OJ 054] 3" East, 20.25 feet to the Point of Beginning.

The above easement contains 174 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 2 and 3, Block 2, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2,

Township 49 North Range 32 West, · thence along the North line of said Northwest Quarter, North 86°45 '44" West, 657.40 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Main Street, as now established, · thence along said Northerly prolongation, South OJ 054'13"West, 55.46 feet, to a point on said East Right-of-Way line, the Point of Beginning, ·

Thence from the Point of Beginning North 50°33 '44" East, 15.19 feet, · thence North 03° 10'22" East, 10.00 feet to a point on the South Right-of-way line of US 24 Highway, as now established and described in the Conveyance of Right-of-Way recorded at said Recorder of Deeds Office as Instrument number 2022E0063428, · thence along said South Right-of-Way line, South 87°01 '12" East, 30.00 feet, · thence continuing along said South Right-of-Way line, North 03° 10'22" East,

2.00 feet, · thence continuing along said South Right-of-Way line, South 87°01 '12" East, 115.05 feet, to a point on the East line of said Lot 2, · thence along said East line, South 01°54 '13" West,

90.25 feet, · thence leaving said East line, North 87°16'40" West, 156.70 feet, to a point on said East Right-of-Way line, · thence along said East Right-of-Way line, North 01°54 '13" East, 68.71 feet to the Point of Beginning.

The above easement contains 13,939 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 3:

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lot 4, Block 2, Idlewild Park, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner said Lot 4, · thence along the East line of said Lot 4, South 01°34 '25" West, 10.00 feet, to the Southerly Right-of-Way line of US 24 Highway, as shown on Missouri Department of Transportation plans Job number J4S405B, Dated March 9, 2023, the Point of Beginning.

Thence from the Point of Beginning, continuing along the East line of said Lot 4, South OJ 034'25" West, 25.00 feet, · thence leaving said East line, North 87°25 '57" West, 25.00 feet, · thence North

OJ 034'25" East, 25.00 feet, to a point on said South Right-of-Way line, · thence along said South Right-of-Way line, South 87°25 '57" East, 25.00 feet, to the Point of Beginning

The above easement contains 625 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 4

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lot 1A, Idlewild Park Replat B, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of said Lot 1A, thence along the west line of said Lot, South 01°02'37" West, 5.00 feet to the South line of a 5.00 foot Utility Easement as shown on said Idlewild Park Replat B, the Point of Beginning.

Thence from the Point of Beginning, along the South line of said Utility Easement, South 87°25'57" East, 157.47 feet, to the intersection of the South line of said Utility Easement meets the West line of a 5.00 foot Utility Easement per said Idlewild Park Replat B, · thence along the West line of said Utility Easement, South 05°20 '58" West, 45.37 feet, · thence leaving the West line of said Utility Easement, along a non-tangent curve to the left, having a radius of 11.00 feet, an arc length of 11.48 feet, a chord bearing of South 48°37'08"; thence North 87°25'57" West, 146.79 feet to the West line of said Lot 1A; thence along the West line of said Lot 1A, North 01°27'37" East, 30.01 feet, to the Point of Beginning

The above easement contains 4,839 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 5

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 118 and 119, Pickwick Place, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 35, Township 50 North, Range 32 West; thence along the South line of said Southwest Quarter, South 86°45 '44" East, 722.01 feet, to the intersection of said South Line and the Southerly Prolongation of the West Right-of-Way line of North Spring Street, as now established; thence along said Southerly prolongation, North 02°31 '03" East, 47.69 feet, to the intersection of said West Right- of-Way line and the North Right-of-Way line of US 24 highway, as now established and as shown on document number 2022E0061047 as recorded at said Recorders office; thence along said North Right-of-Way line, North 86°45 '44" West, 13.14 feet, to the Southwest corner of the Right- of-Way per document number 2022E0061041, to the Point of Beginning.

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 86°45 '44" West, 44.86 feet; thence continuing along said North Right-of-Way line, South 02°31 '03' West, 2.49 feet; thence continuing along said North Right-of-Way line, North 87°07 '07" West, 15.00 feet; thence leaving said North Right-of-Way line, North 02°52 '53" East, 24.12/et; thence South 87°34'06" East, 41.39 feet, · thence North 54°20'27" East, 40.01 feet, to a point on said West Right-of-Way line, · thence South 02°31 '03" West, 29.55 feet, to the Northeast corner of said document number 2022E0061041; thence along the Northwest line of said document number 2022E0061041, South 39°22 'OJ" West, 21.91 feet, to the Point of Beginning

The above easement contains 1,918 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and

directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-056 **2R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase II Project (City Project No. 112102 / Federal Project No. CMAQ-3379(441) & CRP 3379 (446)). **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a grant agreement with the Missouri Highway and Transportation Commission for the Truman Connected Phase II Project (No. 112102) to receive funds in the amount of \$4,219,085.

This grant agreement is an up to 80% match in federal funds for the project. The City will be responsible for the other 20%, or approximately \$843,817, to receive full grant reimbursement.

The Truman Connected Phase II Project (no. 112102) will connect to the end of the Phase 1 trail at Winner Road and Sterling Avenue and continue south along Sterling Avenue to US 40 Highway. The project will include, but is not limited to, the addition of ADA-compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, new green infrastructure, and new traffic-calming measures. The City intends to remove the traffic signals at the Sterling Avenue and Sheley Road intersection and replace this intersection with a roundabout.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$4,219,085. Expenses for the Truman Connected Phase II Project will run through account 112102-C-0117011-5406. The Revenue from grant reimbursements on this project will be deposited directly into the Street Sales Tax Fund.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.Truman Connected Phase 2 Project 112102 - CMAQ & CRP Funding Grant Agreement Ordinance
2. Truman Connect Phase 2 CMAQ and CRP Funding Agreement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE TRUMAN CONNECTED PHASE II PROJECT (CITY PROJECT NO. 112102 / FEDERAL PROJECT NO. CMAQ-3379(441) & CRP 3379(446)).

WHEREAS, the Truman Connected Phase II Project (No. 112102) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$719,085; and

WHEREAS, the Truman Connected Phase II Project (No. 112102) has been awarded a Carbon Reduction Program (CRP) grant in the amount of \$3,500,000; and

WHEREAS, the City Council of the City of Independence, Missouri finds it desirable to enter into Missouri Highways and Transportation Commission Grant Agreement No. CMAQ-3379(441) & CRP 3379(446) to receive these funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ-3379(441) & CRP 3379(446)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$4,219,085 to the Truman Connected Phase II Project (No. 112102).

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

CCO Form: FS15
Approved: 10/96 (KMH) Revised: 03/24 (TLP)
Modified: 05/24 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-3379(441) & CRP 3379(446)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION CONGESTION MITIGATION AND AIR QUALITY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, IIJA § 11403, 23 USC 175 established the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **Truman Connect Phase II** is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

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

(1) **PURPOSE**: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ and CRP. The purpose of this Agreement is to grant the use of such funds to create a portion of a multi-modal spine along Sterling Ave. between Winner Road and 23rd Street, in western Independence.

(2) **SCOPE OF WORK**: City shall provide planning and implementation of an multi-modal spine in the Sterling Avenue area as more fully described in the attached Exhibit A which is incorporated herein by reference.

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

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

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

(8) NONDISCRIMINATION ASSURANCE: with regard to work under this Agreement, the City agrees as follows:

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

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally-assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

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

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% percent not to exceed **\$719,085** (seven hundred nineteen thousand eighty-five dollars) in CMAQ funds. The CRP funding for the project will be eighty percent (80%) not to exceed **\$3,500,000** (three million five hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment

requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

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

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

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

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

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

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

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

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Independence

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Appendix A - Project Budget

Phase	Year of Obligation	Type	Source	Cost (<i>IN THOUSANDS</i>)
Engineering	2023	Non-Federal	LOCAL	\$120.00
Right-of-Way	2024	Non-Federal	LOCAL	\$20.00
Construction	2024	Non-Federal	LOCAL	\$280.92
Construction	2024	Federal	CMAQ-MO	\$719.09
Federal Total: \$719.09		Non-Federal Total: \$420.92		Total: \$1,140.00

Exhibit A – Scope of Work

The project would create a portion of a multi-modal spine along Sterling Ave between Winner Rd & 23rd St in western Independence. The project would convert the existing 4-lane to a 3-lane street (2 through lanes with a center turn lane) with bicycle facilities, pedestrian and transit improvements.

Truman Connected
Location Map

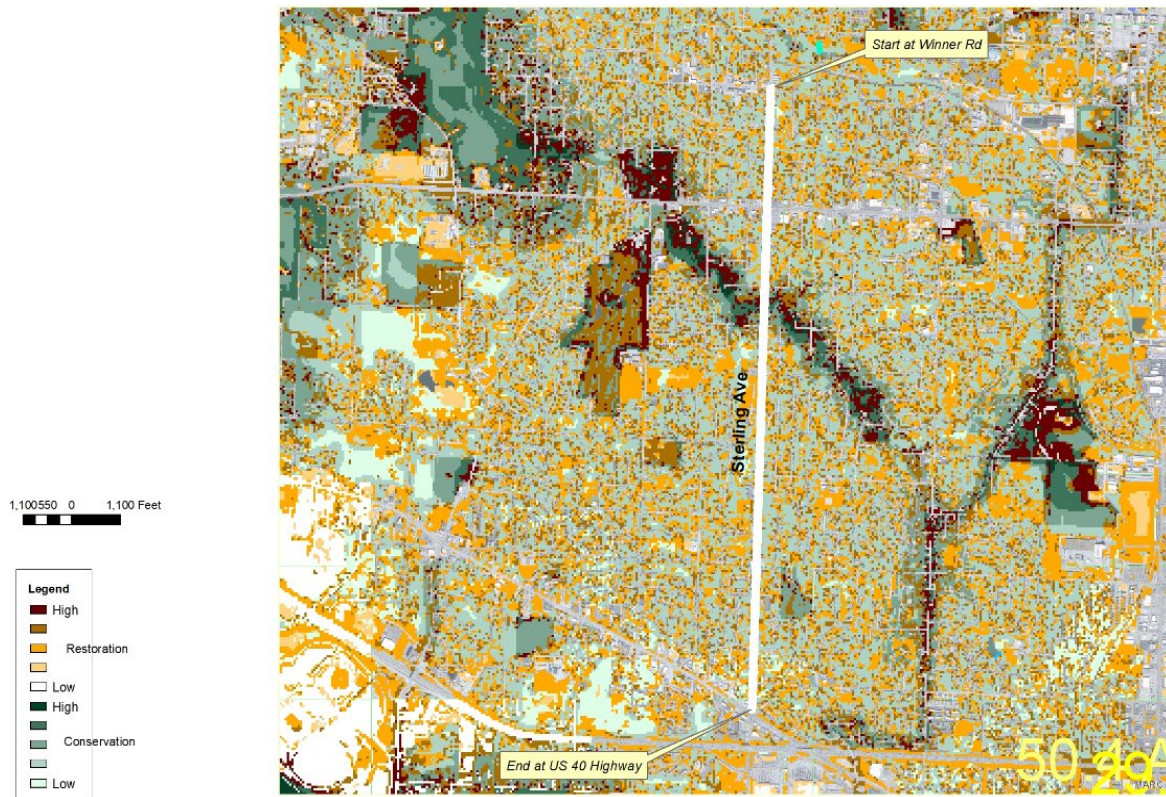


Exhibit B – Project Schedule

Project Description: CMAQ- 3379(441) Truman Connect Phase II

Task	Date
Date funding is made available or allocated to recipient	4/19/2023
Engineering Services Contract Approved	10/19/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	4/19/2024
Plans, Specifications & Estimate (PS&E) Submittal	10/19/2024
Plans, Specifications & Estimate (PS&E) Approval	11/19/2024
Advertisement for Letting	12/19/2024
Bid Opening	1/19/2025
Construction Contract Award or Planning Study completed (REQUIRED)	12/19/2025

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

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

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-057 **2R** An ordinance authorizing the execution of a change order to the construction contract (C#500000804) and design contract (PO#24000282) for the Truman Depot and Pacific Trail Project (No. 511702) and making necessary appropriations. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize change orders to the construction contract with Terry Snelling Construction (#500000804), the design contract with Renaissance Infrastructure Consulting (PO#24000282), and appropriate additional funds from both the Tourism and Street Sales Tax Funds in order to complete the Truman Depot and Pacific Trails Project (No. 511702).

The reasons for additional requested funds (as outlined in Exhibits A & B) include, but are not limited to, unforeseen flagging requirements from Union Pacific Railroad, repair of a sanitary line at the Truman Depot building, theft of construction materials, design considerations for storm water flooding along Pacific Avenue, and redesign of the sidewalk to better meet ADA guidelines.

Previous funding appropriations of City funds were made through ordinance(s) no. 19420 & 19076. The project is eligible for up to \$350,000 in Transportation Alternative Program (TAP) Funds.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$839,878. Expenses for the Truman Depot and Pacific Trail Project (No. 511702) will be paid out of 511702-C-7051-5406 and covered through appropriations from the Parks, Recreation and Tourism fund (004) and the Municipal Services fund (011). This project will receive \$350,000 in reimbursement from TAP funds. This project can be found in the FY 23-24 Adopted Budget, pages 275 (PRT) and 90 (Street Sales Tax).

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Change Order - Truman Depot Contracts and Funding Appropriation Ordinance
2. Exhibit A - Truman Depot Construction Contract CO
3. Exhibit B - Design Contract CO - RIC
4. Ord.No.19420
5. Ord.No.19076

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT (C#500000804) AND DESIGN CONTRACT (PO#24000282) FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT (NO. 511702) AND MAKING NECESSARY APPROPRIATIONS.

WHEREAS, the City of Independence, Missouri, has appropriated funds for and awarded a construction contract to Terry Snelling Construction, Inc. in accordance with procurement policy, as authorized by Ordinance No. 19420 & 19076 for the Truman Depot and Pacific Trail Project (No. 511702); and

WHEREAS, additional unforeseen constructability challenges have been encountered in the natural course of said project as outlined by Exhibit A; and

WHEREAS; additional unforeseen design challenges have been encountered in the natural course of said project as outlined by Exhibit B; and

WHEREAS; funding (re)allocation is requested by City staff in order to complete said project;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a change order to the construction contract with Terry Snelling Construction, inc., for a new contract total not to exceed \$1,447,590, authorizing future minor change orders not to exceed \$144,759 and/or time extensions for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 2. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a change order to the design contract with Renaissance Infrastructure Consulting, for a new contract total not to exceed \$70,210, authorizing future minor change orders not to exceed \$7,021 and/or time extensions for the Pacific Trail portion of the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$314,243.37 from fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 4. That appropriations in the Street Improvement Capital Project Fund are increased by \$525,634.63 from fund balance of the Street Sales Tax Fund for the Truman Depot and Pacific Trail Project (No. 511702).

PASSED THIS _____ DAY OF _____, 2024 BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT "A"

Construction Contract Change Order Justification

Truman Depot Renovation & Pacific Avenue Trail

Description of Work

1) Repair two sanitary sewer service pipe break-ins located adjacent to the existing railroad track spur on the north side of the railroad depot building in both the paved entrance and the curb/parkway areas as part of the construction of the above-referenced project. The repair of sanitary service piping is necessary to repair the bore-through damage done by Independence Power & Light when providing both electrical and communication (internet) service lines to the existing railroad depot building prior to the new construction.

(A2-A13) TSC will perform the sewer pipe repair work which includes vacuum excavation for spotting existing service lines and utilities, trench excavation and backfill, necessary concrete curb, walk and pavement demolition, replacement of concrete curb, sidewalk and pavement displaced by the new construction, installation of crushed rock backfill in excavated areas, hauling and disposal of excess excavated materials and concrete demolition debris, heavy equipment costs (rental, fuel and mobilization), railroad flagging cost reimbursement, superintendence, bond premium, insurance costs, indirect costs, overhead and profit.

2) Replace all exterior fascia boards of the Truman Depot building due to rot/deterioration/damage.

(A14-A20) TSC will credit for lessened lead encapsulation, all existing Fascia boards will be removed and disposed of by new horizons in accordance with state and federal regulation, new fascia boards will be prepped primed installed, and painted by TSC, under the supervision of required flagging service.

3) Perform historic brick mortar repair on the exterior of the Truman Depot building.

(A21-A27) TSC subcontractor will perform historical brick mortar repointing at the necessary location on the Truman Depot building under supervision of required flagging service. A credit will be provided for the allowance of 20 additional LF.

4) Replace all stolen 6" half-round gutter on the Truman Depot building.

(A28-A31) TSC will replace the 6" half-round gutters, downspouts, and hardware on the Truman Depot.

a credit will be provided for the lessened sheet metal / flashing work

5) Truman Depot Exterior additional flagging cost.

(A32) railroad flagging services are required by Union Pacific Rail Road to Work on Union Pacific property, or within their Right Of Way. the property the depot sits on is owned by Union Pacific and the majority of the building is within the Right of Way of the railroad tracks.

6) River and Pacific stormwater addition / redesign.

(A33-A47) Several misses and oversights were discovered regarding the stormwater management and ADA aspects of the trail portion. these action will address the issues at the S. River Blvd. and W. Pacific Ave. intersection with the addition of storm inlets and structures connected to nearby existing storm system to mitigate standing water and icing issues, correcting the pavement grade at the intersection and construct Compliant ADA curb ramps, to provide safe multimodal travel.

7) Pleasant and Pacific stormwater addition/redesign.

(A48-A55) Several misses and oversights were discovered regarding the stormwater management and ADA aspects of the trail portion. These action items will address the issues at the S. Pleasant St. and W. Pacific Ave. intersection with the addition of storm inlets and structures connected to nearby existing storm system to mitigate standing water and icing issues, correcting the sidewalk and street geometry at the intersection and constructing Compliant ADA curb ramps, to provide safe multimodal travel.

8) Revised/extended traffic control.

(A56) Due to Union Pacific Railroad conflicts, the traffic control plan had to be revised and with the additional scope of work traffic control in place will need to be in place for an extended time

9) Asphalt repair

(A57) Additional pavement repair is required to complete the stormwater improvements and correct the road grade to improve the water shedding and function of the storm system.

10) Trail flagging

(A58) Additional flagging services are required for the construction of the trail portion of the project due to the close proximity to the Union Pacific Railroad tracks.

Exhibit A - Construction Contract Change Order (version 1) Itemized Log

6/13/2024



Item	Description	Result	Increase / Decrease	QTY	Unit of Measure	Price	Net Price	Total Price
A2	Labor	sanitary lateral repairs	Increase	1	EA	\$13,360.00	13,360.00	\$13,360.00
A3	Material	sanitary lateral repairs	Increase	1	EA	\$4,065.00	4,065.00	\$4,065.00
A4	Equipment- Rental / Fuel / Mobilization	sanitary lateral repairs	Increase	1	EA	\$3,500.00	3,500.00	\$3,500.00
A5	Hauling	sanitary lateral repairs	Increase	1	EA	\$880.00	880.00	\$880.00
A6	Disposal	sanitary lateral repairs	Increase	1	EA	\$480.00	480.00	\$480.00
A7	Traffic Control	sanitary lateral repairs	Increase	1	EA	\$350.00	350.00	\$350.00
A8	Railroad Flagging	sanitary lateral repairs	Increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A9	railroad training	sanitary lateral repairs	Increase	1	EA	\$1,200.00	1,200.00	\$1,200.00
A10	railroad insurance premium increase	sanitary lateral repairs	Increase	1	EA	\$3,300.00	3,300.00	\$3,300.00
A11	work plan preparation	sanitary lateral repairs	Increase	1	EA	\$650.00	650.00	\$650.00
A12	20% Profit and overhead	sanitary lateral repairs	Increase	1	EA	\$7,517.00	7,517.00	\$7,517.00
A13	lateral lining	sanitary lateral repair	increase	1	EA	\$65,195.00	65,195.00	\$65,195.00
A14	no longer lead stabilizing fascia boards	fascia board replacement	decrease	1	EA	\$1,920.00	1,920.00	(\$1,920.00)
A15	board disposal by new horizons	fascia board replacement	increase	1	EA	\$6,000.00	6,000.00	\$6,000.00
A16	TSC labor	fascia board replacement	increase	1	EA	\$4,680.00	4,680.00	\$4,680.00
A17	material	fascia board replacement	increase	1	EA	\$965.00	965.00	\$965.00
A18	disposal fee	fascia board replacement	increase	1	EA	\$480.00	480.00	\$480.00
A19	railroad flagging cost	fascia board replacement	increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A20	overhead profit 20%	fascia board replacement	increase	1	EA	\$4,001.00	4,001.00	\$4,001.00
A21	labor	historic brick masonry repair	increase	1	EA	\$5,200.00	5,200.00	\$5,200.00
A22	material	historic brick masonry repair	increase	1	EA	\$2,075.00	2,075.00	\$2,075.00
A23	subcontractor labor/material	historic brick masonry repair	increase	1	EA	\$6,800.00	6,800.00	\$6,800.00
A24	disposal	historic brick masonry repair	increase	1	EA	\$480.00	480.00	\$480.00
A25	railroad flagging	historic brick masonry repair	increase	1	EA	\$12,600.00	12,600.00	\$12,600.00
A26	20% overhead profit	historic brick masonry repair	increase	1	EA	\$5,431.00	5,431.00	\$5,431.00
A27	less historic brick masonry repair	historic brick masonry repair	decrease	1	EA	\$4,200.00	4,200.00	(\$4,200.00)
A28	subcontractor labor and material	gutters	increase	1	EA	\$28,850.00	28,850.00	\$28,850.00
A29	railroad flagging	gutters	increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A30	20% overhead and profit	gutters	increase	1	EA	\$7,730.00	7,730.00	\$7,730.00
A31	less sheet metal and flashing	gutters	decrease	1	EA	\$9,072.00	9,072.00	(\$9,072.00)
A32	flagging exterior portion	Truman Depot additional flagging	increase	1	EA	\$52,000.00	52,000.00	\$52,000.00
A33	labor	storm drainage RIVER	increase	1	EA	\$26,160.00	26,160.00	\$26,160.00
A34	material	storm drainage RIVER	increase	1	EA	\$30,013.00	30,013.00	\$30,013.00
A35	equipment	storm drainage RIVER	increase	1	EA	\$10,525.00	10,525.00	\$10,525.00
A36	shoring	storm drainage RIVER	increase	1	EA	\$3,500.00	3,500.00	\$3,500.00
A37	fencing	storm drainage RIVER	increase	1	EA	\$6,300.00	6,300.00	\$6,300.00
A38	grading and slope	storm drainage RIVER	increase	1	EA	\$3,200.00	3,200.00	\$3,200.00
A39	traffic control	storm drainage RIVER	increase	1	EA	\$1,560.00	1,560.00	\$1,560.00
A40	railroad flagging	storm drainage RIVER	increase	1	EA	\$11,000.00	11,000.00	\$11,000.00
A41	20% overhead profit	storm drainage RIVER	increase	1	EA	\$92,458.00	92,458.00	\$92,458.00
A42	monument sign removed prior	storm drainage RIVER	decrease	1	EA	\$4,200.00	4,200.00	(\$4,200.00)
A43	labor ALT	storm drainage RIVER	increase	1	EA	\$8,800.00	8,800.00	\$8,800.00
A44	material ALT	storm drainage RIVER	increase	1	EA	\$10,232.00	10,232.00	\$10,232.00
A45	equipment ALT	storm drainage RIVER	increase	1	EA	\$5,600.00	5,600.00	\$5,600.00
A46	railroad flagging ALT	storm drainage RIVER	increase	1	EA	\$4,200.00	4,200.00	\$4,200.00
A47	20% overhead profit ALT	storm drainage RIVER	increase	1	EA	\$5,766.00	5,766.00	\$5,766.00
A48	labor	storm drainage pleasant	increase	1	EA	\$24,140.00	24,140.00	\$24,140.00
A49	material	storm drainage pleasant	increase	1	EA	\$30,567.00	30,567.00	\$30,567.00
A50	equipment	storm drainage pleasant	increase	1	EA	\$10,980.00	10,980.00	\$10,980.00
A51	shoring	storm drainage pleasant	increase	1	EA	\$1,500.00	1,500.00	\$1,500.00
A52	traffic control	storm drainage pleasant	increase	1	EA	\$1,560.00	1,560.00	\$1,560.00
A53	railroad flagging	storm drainage pleasant	increase	1	EA	\$8,400.00	8,400.00	\$8,400.00
A54	20% overhead profit	storm drainage pleasant	increase	1	EA	\$15,430.00	15,430.00	\$15,430.00
A55	additional construction staking	storm drainage pleasant	increase	1	EA	\$2,100.00	2,100.00	\$2,100.00
A56	revised traffic control	traffic control extention	increase	1	EA	\$8,000.00	8,000.00	\$8,000.00
A57	additional asphalt repair	Pac. Trail portion	increase	500	sqyd	\$29.00	14,500.00	\$14,500.00
A58	flagging trail portion	Pac. Trail	increase	1	EA	\$33,600.00	33,600.00	\$33,600.00
Total Authorization:								\$617,888.00

Exhibit “B”

Design Contract Change Order

Renaissance Infrastructure Consulting

1) The purpose of the work outlined in this proposal is to establish R/W locations along the north side of Pacific Avenue from S. River Blvd. to S. Pleasant Street. This survey will then be utilized to determine the need for easements for existing and proposed infrastructure associated with the Truman Depot Restoration and Pacific Avenue Trail Project

(City Project #70511702) (Federal Project # TAP 3379(438)). The below proposed scope is based on our estimation and experience and may change dependent upon comments from the city. The scope includes the following:

A10- RIC will perform field survey to identify available property corners required for determination of existing R/W

A11- RIC will obtain title reports for each of the properties along the project area.

A12- RIC will develop a AutoCAD file property basemap to overlay on the proposed improvements plans.

A13- RIC will deliver a property drawing and exhibits showing the existing property overlaid on the proposed improvements designed by CFS Engineers and SFS Architecture provided by the City.

A14- RIC will determine the needs for easements for both existing and proposed infrastructure.

A15- RIC will meet with the City to review the identified property and easement needs for easements for both existing and proposed infrastructure.

After coordination with the City, RIC will develop legal descriptions and exhibits for the following easements:

A16- Pedestrian Easement for proposed trail. Three easements are assumed at \$550/ Easement.

A17- Utility Easement for existing infrastructure outside of right-of-way. Four easements are assumed at \$550/Easement.

A18- Utility Easements for proposed relocated infrastructure necessary for construction. Eleven Easements are Assumed at \$550/Easement.

A19- RIC will develop the necessary documentation to correct R/W on the north side of the intersection of Cottage St. and Pacific Ave. This work will be subsidiary to other items.

2) RIC is currently under contract with the City of Independence, MO to provide survey services to perform property survey and development of easement documents for the Truman Depot Restoration and Pacific Avenue Trail Project (City Project #70511702) (Federal Project # TAP 3379(438)). Per discussions with you, the City is requesting this proposal for additional services to analyze existing drainage issues at the intersections of River Boulevard and Pacific Avenue and Pleasant Avenue and Pacific Avenue and the impacts of the proposed trail improvements on these drainage issues. The purpose of the work outlined in this proposal is to supplement the existing field survey, coordinate the proposed improvements with the previously completed property information, and develop proposed drainage solution to coordinate with the proposed trail. The below proposed scope is based on our estimation and experience and may change dependent upon comments from the city. The scope includes the following:

A20- RIC will perform field survey supplement the existing survey to obtain the information necessary to analyze the existing storm system.

A21- RIC will Develop easement/ROW documents at the NE corner of the intersection of River and Pacific to coordinate with the proposed drainage solution.

A22- RIC Will Develop model of the existing downstream drainage system to determine capacity

A23- RIC will Develop model of proposed condition

A24- RIC will Develop drainage plans and specs to supplement the bid package.

A25-RIC will analyze the proposed improvements designed by CFS and SFS Architecture provided by the City and develop a proposed drainage solution for the conflict with the existing drainage

A26- RIC will Develop intersection detail for the NW and NE curb return and ADA ramps.

A27- Mileage

A28- Printing

A29- Easements

BILL NO. 23-011
ORDINANCE NO. 19420

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT AND MAKING NECESSARY APPROPRIATIONS.

WHEREAS, the City of Independence, Missouri, has successfully completed the design and bidding process, and has issued an Intent to Award a construction contract to the lowest and most responsive bidder – Terry Snelling Construction, Inc. in accordance with procurement policy, for the Truman Depot and Pacific Trail Project (No. 511702); and,

WHEREAS, the Missouri Department of Transportation has issued a notice of concurrence to award this contract in compliance with the receipt of funding through the Transportation Alternatives Program Agreement (TAP) for said project, as authorized by Ordinance No. 19076 with \$350,000 being reimbursed through TAP funds; and,

WHEREAS, funding (re)allocation is requested by City staff in order to complete said construction contract;

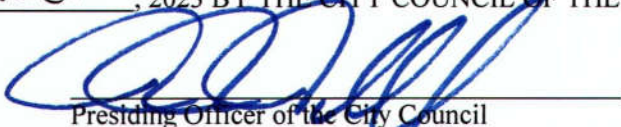
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a construction contract with Terry Snelling Construction, inc., for an amount not to exceed \$823,000, authorizing future minor change orders not to exceed \$82,300 and/or time extensions for the Truman Depot and Pacific Trail Project (No. 511702).

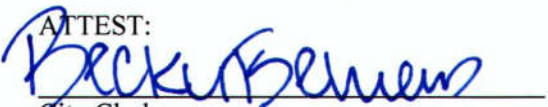
SECTION 2. That appropriations in the Street Improvement Capital Project Fund are increased by \$178,132 from fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$463,224 from fund balance of the Street Sales Tax Fund for the Truman Depot and Pacific Trail Project (No. 511702).

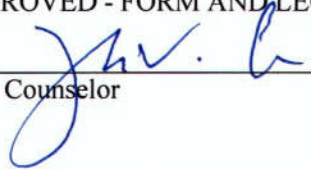
PASSED THIS 6th DAY OF March, 2023 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.


Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:


City Clerk

APPROVED - FORM AND LEGALITY:


City Counselor

BILL NO. 19-089

ORDINANCE NO. 19076

AN ORDINANCE AUTHORIZING THE TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, is desirous to comply with the Transportation Alternatives Program Agreement presented by the Missouri Highways and Transportation Commission for the Truman Depot and Pacific Avenue Trail project;

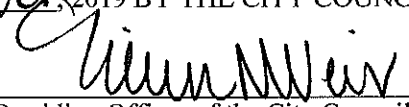
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a certain Transportation Alternatives Program Agreement with the Missouri Highways and Transportation Commission for the Truman Depot and Pacific Avenue Trail project, a copy of which is attached hereto, incorporated by reference thereto and made a part hereof as though fully set out herein.

SECTION 2. That appropriations in the Street Improvement Capital Project Fund are increased by \$350,000.00 from federal Transportation Alternatives Funds for the Truman Depot and Pacific Trail Project (No. 511702).

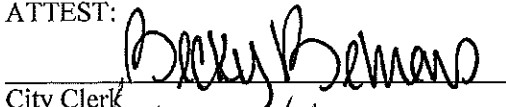
SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$80,000 from the undesignated fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

PASSED THIS 30th DAY OF December, 2019 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



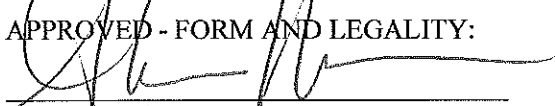
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



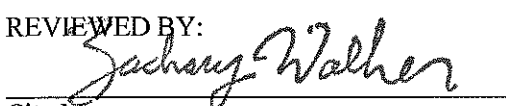
City Clerk

APPROVED - FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-058 **2R** An ordinance finding, determining, and declaring the necessity of acquiring right-of-way, general utility easements, and temporary construction easements for the Truman Depot Renovations and Pacific Ave Trail Project (Project No. 511702); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisition for the Truman Depot and Pacific Trail Project (No. 511702). These easements are necessary in order to build a fully ADA-compliant sidewalk along Pacific Avenue.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City for these easements is estimated at \$10,000. Funding for these easements along Pacific Ave will be paid from the Truman Depot and Pacific Trail Project (No. 511702), FY 23-24 Adopted Budget page 275 and be charged back to the Street Sales Tax fund (011), FY 23-24 Adopted Budget page 90. Appropriations for this project are authorized through ordinance(s) no. 19420 & 19076.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Truman Depot Easement Acquisition Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT-OF-WAY, GENERAL UTILITY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE TRUMAN DEPOT RENOVATIONS AND PACIFIC AVE TRAIL PROJECT (PROJECT NO. 511702); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain right-of-way, general utility easements, and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Truman Depot Renovations and Pacific Ave Trail project (No. 511702), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Truman Depot Renovations and Pacific Ave Trail project (No.511702) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

Right-of-Way

All that part of the Southeast 1/4 of Section 3 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A new permanent Right of Way, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 01°57'47" East 33.00 feet to the North R/W line of W Pacific Ave; thence Northwesterly along said R/W line North 87°07'25" West 1032.33 feet to the Point of Beginning; thence North 87°07'25" West 57.96 feet; thence North 01°39'07" East 14.72 feet; thence South 72°57'15" East 60.10 feet to the Point of Beginning, containing 427 square feet.

Tract 2:

Temporary Construction Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A Temporary Construction Easement of variable width, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

Commencing at the Southeast corner of Lot 6 S.H. Woodson's Plat in The Old Town of Independence Missouri; thence North 87°12'47" West 15.00 feet to the Point of Beginning;

Thence North 87°12'47" West, 35.00 feet; thence North 02°47'13" East 29.00 feet; thence South 87°12'47" East 50.00 feet to a point on the West Right-of-Way line of South Pleasant Street; thence South 02°47'13" West along said West line 14.00 feet; thence North 87°12'47" West 15.00 feet; thence South 02°47'13" West 15.00 feet to the Point of Beginning, containing 1,225 square feet.

General Utility Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A 15 foot by 15 foot General Utility Easement, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

All that part of the South 15.00 feet of the East 15.00 feet of Lot 6, S.H. Woodson's Plat in The Old Town of Independence Missouri, containing 225 S.F.

Tract 3:

Temporary Construction Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A 25 foot by 11 foot Temporary Construction Easement, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

All that part of the South 25.00 feet of the West 11.00 feet of Lot 7, S.H. Woodson's Plat in The Old Town of Independence Missouri; containing 275 S.F.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-059 **2R** An ordinance vacating an existing right-of-way of all that part of the southeast 1/4 of Section 3 Township 49 North Range 32 West located in Independence, Jackson County, Missouri. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will vacate the existing right-of-way necessary to complete the Pacific Trail portion of the Truman Depot and Pacific Trail Project (No. 511702). A temporary construction easement will be reserved to complete the project.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Truman Depot ROW Vacation Ordinance
2. Truman Depot ROW to be vacated

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING RIGHT-OF-WAY OF ALL THAT PART OF THE SOUTHEAST ¼ OF SECTION 3 TOWNSHIP 49 NORTH RANGE 32 WEST LOCATED IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the Right-Of-Way will be traded for adjoining Right-of-Way needed to complete the Truman Depot Renovations and Pacific Ave Trail Project (Project # 511702); and,

WHEREAS the vacation of the Right-Of-Way will support additional development of the property and allow for additional public facilities; and,

WHEREAS a Temporary Construction Easement will be reserved consisting of the vacated Right-of-Way in its entirety to allow for the improvements required to complete the Truman Depot Renovations and Pacific Ave Trail project (#511702). Said Temporary Construction Easement will terminate two years from the acceptance of the Truman Depot Renovations and Pacific Ave Trail project (#511702) by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Right-Of-Way in its entirety and described as follows:

DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED

All that part of the Southeast 1/4 of Section 3 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 01°57'47" East 33.00 feet to the North R/W line of W Pacific Ave; thence Northwesterly along said R/W line North 87°07'25" West 1090.29 feet; thence North 01°39'07" East 14.72 feet to the Point of Beginning;

Thence North 72°57'15" West 64.93 feet; thence North 85°53'26" West 131.39 feet; thence North 45°04'55" West 27.88 feet; thence North 01°38'55" East 20.63 feet; Thence along a curve to the left with a chord bearing South 43°58'11" East 47.88 feet, a radius of 35.00 feet, and an arc length of 52.72 feet, thence South 87°07'25" East 180 feet, thence South 01°39'07" West 25.28 feet to the Point of Beginning, containing 2,323 square feet.

SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY
COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

Presiding Officer of the City Council
of the City of Independence, Missouri

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

EXISTING FENCE LINE

NO.	BY	DATE	REVISION
2024-06-07	AGG		

Certificates of Authorization: Missouri CLS-2011003572; Kansas CLS-234; Oklahoma South Dakota C-8496; Arkansas COA 3574; Texas 10194376



**Renaissance
Infrastructure
Consulting**

102 Abbie Avenue
913.317.9500

Kansas City, Kansas 66103
www.ric-consult.com

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(PROPOSED RIGHT-OF-WAY VACATION

1001 W WALNUT ST INDEPENDENCE, MO 64050

EXISTING R/W

EXISTING FENCE LINE

CB=S43°58'11"E
CL=47.88'
R=35.00'
L=52.72'

PROPOSED RIGHT-OF-WAY VACATION
AREA=2,323 S.F.

EXISTING R/W

S87°07'25"E
180.00'

EXISTING R/W

POINT OF BEGINNING

25.28'
S01°39'07"W

EXISTING FENCE LINE

14.72'
N01°39'07"E

EXISTING R/W

EXISTING FENCE LINE

64.93'
N72°57'15"W

131.39'
N85°53'26"W

W PACIFIC AVE

N87°07'27"W 1090.29'

POINT OF COMMENCEMENT
SE COR., SE 1/4 SECTION 3-49-32

33.00'
N01°57'47"E

AutoCAD SHX

EXISTING FENCE LINE

DRAFT COPY

Randy G. Zerr Missouri PLS-2018016442
RIC MO CLS-2011003572
rzerr@ric-consult.com



1"=30'

0 15' 30'

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-060 **2R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **2R**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Spring 2024 Records Destruction Ordinance DRAFT
2. 2024 Records Destruction All Dept Spreadsheet

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING FINAL DISPOSITION OF CERTAIN CITY RECORDS
THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DISPOSITION.

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, mandates the destruction of any City record of account, voucher, contract, lease, insurance policy, payroll, time record, tax deed, purchase order, police or municipal court record, or other official documents by ordinance of City Council; and,

WHEREAS, the City Council, being advised that certain records have been subject to independent auditors' examination and considered in final auditors' annual reports and are no longer needed, having met the minimum time for retention established by the Missouri Secretary of State's local records retention schedules, or any other federal or City retention requirement, does desire to remove said records; and,

WHEREAS, records identified as having met retention or duplicate copies, regardless of the medium on which the records were created, stored or received, may be reclassified and retained by the City of offered to local historical organizations, government entities or libraries, if determined to be of administrative or historical value, with other records destroyed as permitted by State law and City ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Clerk is hereby authorized to direct the final disposition of the records eligible for destruction identified in Exhibit A, the Disposition Report, said report being attached hereto and incorporated by reference herein, and further, that the City Clerk shall record the action in the City Council meeting minutes upon approval of the item.

SECTION 2. That all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

PARKS, REC	
Destruction	
Department Specific	DESCRIPTION
	CAPITAL IMPROVEMENT PROJECT FILES- INCLUDES IMPROVEMENTS TO STREETS, SIDEWALKS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	MAINTENANCE: PARKS, PARKWAYS & RECREATION AREAS
	HORTICULTURE/GREENHOUSE PLANTING AND MAINTENANCE FILE- ON CITY PROPERTY
	EVENT FILES- LEASING MUNICIPAL FACILITIES TO VARIOUS GROUPS
	SPECIAL FACILITIES REGULATIONS
	FACILITY EVENT & RECREATION PROGRAM SCHEDULING AND RESERVATION FILE
	SCHEDULE OF ADMISSION & USE OF FEES AND CHARGES
s Applicable to all/most Departments	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
	ACCOUNTS PAYABLE
	ACCOUNTS RECEIVABLE
	PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
	BANKING AND INVESTMENT

Retention:	RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
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Department Specific	DESCRIPTION
	INCIDENT REPORT/FILE
	NON-CRIMINAL INCIDENT REPORT/FILE
	ACCIDENT REPORT/FILE
	MISSING PERSON/RUNAWAY REPORT
	MESSAGES/TELETYPES AKA 911 PRINTOUTS, MULES MESSAGES, WEATHER REPORTS
	ARREST RECORDS
	ORDERS OF PROTECTION/FULL ORDERS AKA EX PARTE
	LOGS AKA ACTIVITY LOGS, OFFICER LOGS, DAILY LOGS
	SUBPOENA
	RACIAL PROFILING STATISTICS
	AUDIO/VIDEO RECORDINGS AKA CAR AUDIO/VIDEO RECORDING, BOOKING SURVEILLANCE, BODY CAMERA VIDEO, LICENSE PLATE READER
	WARRANTS
	INFORMATION RECEIVED, CONFIDENTIAL
	POLICE AUCTION RECORDS, INCL. SURPLUS ITEMS SOLD

Applicable to all/most Departments

VIN VERIFICATION
POLICE ADMINISTRATIVE REPORTS
EXPUNGEMENT ORDERS AKA COURT ORDERS OF EXPUNGEMENT
INTERNAL AFFAIRS RECORDS - COMPLAINTS
INTERNAL AFFAIRS RECORDS - INVESTIGATION FILE
INTERNAL AFFAIRS RECORDS - USE OF FORCE REPORTS
DEATH INVESTIGATIONS
VOICE LOGGED TAPES AKA INCOMING CALLS, INTERAGENCY CALLS, DISPATCH CALLS (911 CALLS), OFFICER TO OFFICER CALLS
ANIMAL CONTROL CARDS- HISTORY OF ANIMALS RECV'D
INVESTIGATION LOGS/REPORTS
OWNERSHIP VERIFICATION RECORDS
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS

Retentions

BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT / TRAVEL EXPENSES
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

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DESCRIPTION

BUDGET PREPARATION
SUBSIDIARY LEDGERS
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY

Department Specific

BONDS, PUBLIC OFFICIALS AND EMPLOYEES
PERMITS AND LICENSES, NOT BUILDING PERMITS
FIXED ASSETS INVENTORY- PROPERTY/EQUIPMENT
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
LOCAL FINANCE INITIATIVE ADMINISTRATIVE RECORDS- TIF, CID, NID, TDD- PROVING CREATION
LOCAL FINANCE INITIATIVE FINANCIAL SUPPORT RECORDS- TIF, CID, NID, TDD- DOCUMENTS THAT PROVIDE THE BASIS FOR GENERAL LEDGER
ELECTION EXPENSES
FRANCHISES: UTILITIES, CABLE TV, ETC.
BANK LOAN FILES
BONDS AND COUPONS- SERIES BONDS
BONDS/COUPONS: CITY RECONCILIATION FILES
BONDS ISSUED- BOND BOOKS
CERTIFICATES OF DEPOSIT & US TREASURY BILLS- CDS AND T-BILLS
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
JOURNAL ENTRIES, JOURNAL VOUCHERS
MOTOR FUEL USAGE REPORTS- GAS, OIL, DIESEL FUEL
STREET PAVING: SPECIAL ASSESSMENT FILES
CONVENTION AND TOURISM TAX RETURN
DELINQUENT TAX REPORT FILES
SPECIAL TAX ASSESSMENTS
TAX ANTICIPATION NOTES
BONDS: PERFORMANCE/CAPITAL PROJECTS
PERFORMANCE BONDS
BONDS: MAINTENANCE GUARANTEE (CAPITAL PROJ.)
SURPLUS PROPERTY- RECORDS DOCUMENTING TRANSACTIONS
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS

Retentions Applicable to all/most Departments

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Record	
RECORD SERIES	DESCRIPTION
TIF FILES	EASTLAND
TIF FILES	HARTMAN HERITAGE

TIF FILES-CLOSED	BLUE RIDGE, M291/39TH, BOLGER, HARTMAN
TIF FILES	39TH ST.TTD, ARABIA MUSEUM, FALLS CRACKERNECK
TIF FILES	BASS PRO
TIF FILES	BOLGER SQ, CORNERSTONE, DRUMM FARM
TIF FILES	I-70/470 REDEV, MIDTOWN TRUMAN RD
TIF FILES	MIDTOWN TRUMAN RD 353, MT WASH, N INDEP, NOLAND RD AUTO PL
TIF FILES	MO DEV FINANCE BOARD, TIF POLICY, 6320 CORP, GENERAL INFO
TIF FILES	RECOVERY SALES, RSM REIMB, SANTA FE
TIF FILES	SANTA FE TRAIL, SCHNUCKS
TIF FILES	

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<u>SKP Box Number</u>	<u>Major Description</u>
680392965	WATER FUND JOURNAL ENTRIES
680392964	WATER FUND JOURNAL ENTRIES
680392963	WATER FUND JOURNAL ENTRIES
680392962	WATER FUND JOURNAL ENTRIES
680392970	WATER FUND JOURNAL ENTRIES
680392969	WATER FUND JOURNAL ENTRIES
680392968	WATER FUND JOURNAL ENTRIES
680392967	WATER FUND JOURNAL ENTRIES
655021293	RISK MANAGEMENT
680392961	WATER FUND JOURNAL ENTRIES
655021353	RISK MANAGEMENT
655021451	PAYROLL RECORDS
655064123	39TH ST. TDD
655064124	39TH ST. TDD
655021354	RISK MANAGEMENT
655021316	AP VOUCHERS
680392906	PAYROLL RECORDS
680392907	PAYROLL RECORDS
680392950	CAFR PREP FILES & YEAR END
680392951	CAFR PREP FILES 2007-08 2011-1
655021452	PAYROLL RECORDS
680392902	PAYROLL RECORDS
680392903	PAYROLL RECORDS
680392944	JOURNAL ENTRIES
680392943	JOURNAL ENTRIES
680392955	YEAR END FIXED GOVT ASSETS & E
680392956	CAFR PREPARATION FILES
433940170	SUBSIDIARY LEDGER
433940173	SUBSIDIARY LEDGER
655021302	EVENTS CENTER CID
655021303	GLOBAL ENTERTAINMENT
655021304	GLOBAL ENTERTAINMENT
680392876	CASH RECEIPT ENVELOPES
680392878	TIF TRANSFERS
680392885	CASH RECEIPT ENVELOPES

680392886	CASH RECEIPT ENVELOPES
680392887	JOURNAL ENTRIES GOVERNMENTAL
680392858	JOURNAL ENTRIES P&L
680392859	JOURNAL ENTRIES P&L
680392778	ACCOUNTS RECEIVABLE
680392779	ACCOUNTS RECEIVABLE
680392939	MONTHLY FINANCIAL STATEMENTS
680392766	BUSINESS LICENSE FILES
680392767	BUSINESS LICENSE FILES
680392768	BUSINESS LICENSE FILES
680392881	P&L JOURNAL ENTRIES
680392889	CASH RECEIPT ENVELOPES
680392892	CASH RECEIPT ENVELOPES
680392895	CASH RECEIPT ENVELOPES
680392904	CASH RECEIPT ENVELOPES
680392805	TIF QUARTERLY TAX ADJUSTMENTS
680392810	INTERIM FINANCIAL REPORTS
680392817	SUBSIDIARY LEDGER JOURNAL ENTR
680392860	JOURNAL ENTRIES P&L
680392945	JOURNAL ENTRIES
680392946	JOURNAL ENTRIES
680392959	CASH RECEIPTS ENVELOPES 7-21-1
680392938	MONTHLY FINANCIAL STATEMENTS
680392953	CAFR PREPARATION FILES
680392954	YEAR END ENC ROLLOVER GOUT FIX
680392958	CASH RECEIPTS ENVELOPES 9-22-1
680392861	BUSINESS LICENSE FILES
680392862	BUSINESS LICENSE FILES
680392863	BUSINESS LICENSE FILES
680392864	BUSINESS LICENSE FILES
680392865	AP VOUCHERS
680392866	AP VOUCHERS
680392867	AP VOUCHERS
680392868	AP VOUCHERS
680392870	AP VOUCHERS
680392871	AP VOUCHERS
680392872	AP VOUCHERS
680392874	AP VOUCHERS
680392875	AP VOUCHERS
680392879	AP VOUCHERS
680392882	AP VOUCHERS
680392883	AP VOUCHERS
680392884	AP VOUCHERS
680392888	P&L JOURNAL ENTRIES
680392893	AP VOUCHERS
680392894	AP VOUCHERS
680392897	AP VOUCHERS
680392898	AP VOUCHERS
680392900	AP VOUCHERS

680392908	AP VOUCHERS
680392819	AP VOUCHERS
680392821	AP VOUCHERS
680392822	AP VOUCHERS
680392823	AP VOUCHERS
680392824	AP VOUCHERS
680392826	AP VOUCHERS
680392827	BUSINESS LICENSE FILES
680392828	BUSINESS LICENSE FILES
680392829	BUSINESS LICENSE FILES
680392830	
680392831	

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COMMUNAL	
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Department Specific	DESCRIPTION
	-PERMITS FOR COMPLETED STRUCTURES
	-DEMOLITION PERMITS
	-PERMITS FOR TRADES
	ENVIRONMENTAL COMPLAINTS- INSPECTIONS/INVESTIGATIONS
	BUILDING PLANS AND DRAWINGS (BLUEPRINTS SUBMITTED FOR ZONING/BUILDING APPROVAL)
	LOCAL FINANCE INITIATIVE ADMINISTRATIVE RECORDS- TIF, CID, NID, TDD- PROVING CREATION
	LOCAL FINANCE INITIATIVE FINANCIAL SUPPORT RECORDS- TIF, CID, NID, TDD- DOCUMENTS THAT PROVIDE THE BASIS FOR GENERAL LEDGER
	GEOGRAPHIC INFORMATION SYSTEM (GIS) DERIVATIVE DATA
	HEALTH DEPARTMENT INSPECTION REPORTS
	DANGEROUS BUILDING FILE
	MONTHLY REPORTS OF BUILDING PERMITS ISSUED
	BUILDING CODE INSPECTION & ENFORCEMENT FILES
	FOOD HANDLER INSPECTION RECORDS
	ZONING VIOLATIONS: WRITTEN NOTICE/CITATIONS
	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS

Retentions Applicable to all/most Departments

WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

RECORD SERIES		DESCRIPTION

Retentions Applicable to all/most Departn

REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Record	
RECORD SERIES	DESCRIPTION
ADMINISTRATIVE	PAYROLL
ADMINISTRATIVE	CASH RECEIPTS
ADMINISTRATIVE	BUDGET RECORDS
ADMINISTRATIVE	GRANT RECORDS

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Destruction	
Department Specific	DESCRIPTION
	ACCOUNTS PAYABLE- PHONE LINE INVOICES, INCLUDING LONG DISTANCE
	TELECOMMUNICATIONS LOG- LOG OF ALL CALLS
	TELECOMMUNICATIONS SYSTEM MANAGEMENT
	COMPUTER SOFTWARE LICENSING FILES
Applicable to all/most Departments	COMPUTER SYSTEM DOCUMENTATION
	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
	ACCOUNTS PAYABLE
	ACCOUNTS RECEIVABLE
	PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
	BANKING AND INVESTMENT

Retention	RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

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Department Specific	HUM
	Destruction
	DESCRIPTION
	EMPLOYEE PERSONNEL RECORDS- THE MASTER RECORD LOCATED IN HR
	-DEPT. COPIES OF PERSONNEL DOCUMENTS
	EQUAL EMPLOYMENT OPPORTUNITY RECORDS
	EMPLOYMENT ELIGIBILITY VERIFICATION FORMS
	EMPLOYEE BENEFIT RECORDS- LAGERS, SUPPLEMENTAL INSURANCE, YEAR-END LEAVE BALANCE REPORTS
	EMPLOYEES' WITHHOLDING ALLOWANCE CERTIFICATES
	DRUG TESTING RECORDS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	EMPLOYMENT RECRUITMENT & SELECTION RECORDS

Departments Applicable to all/most Departments

POSITION DESCRIPTION, CLASSIFICATION AND COMPENSATION RECORDS
TRAINING RECORDS- MANUALS, VIDEOS, ETC.
UNEMPLOYMENT INSURANCE CASE FILES
HEALTH POLICY DOCUMENTATION (RELATED TO HIPAA)
TEMPORARY EMPLOYEE FILES
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.

Reter	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Addi	
	EMPLOYEE TESTING

Dest	
	<u>DESCRIPTION</u>
	DISASTER PREPAREDNESS AND RECOVERY PLANS
	TRAINING RECORDS
	VEHICLE OPERATION RECORDS
	DEPARTMENTAL RULES AND REGULATIONS
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)

Emergency Management Specific

MEETING RECORDS- COUNCIL, BOARDS, ETC.

TIME & ATTENDANCE

LEAVE REQUESTS

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.

SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS

TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES

POLICY AND PROCEDURE- DIRECTIVES/MANUALS

	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	UNSUCCESSFUL GRANT APPLICATIONS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES

ACCOUNTS PAYABLE

ACCOUNTS RECEIVABLE

PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS,
MATERIAL/COST SPECIFICATIONS

BANKING AND INVESTMENT

RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR
FOR ACCOUNTING OF PETTY CASH EXP.

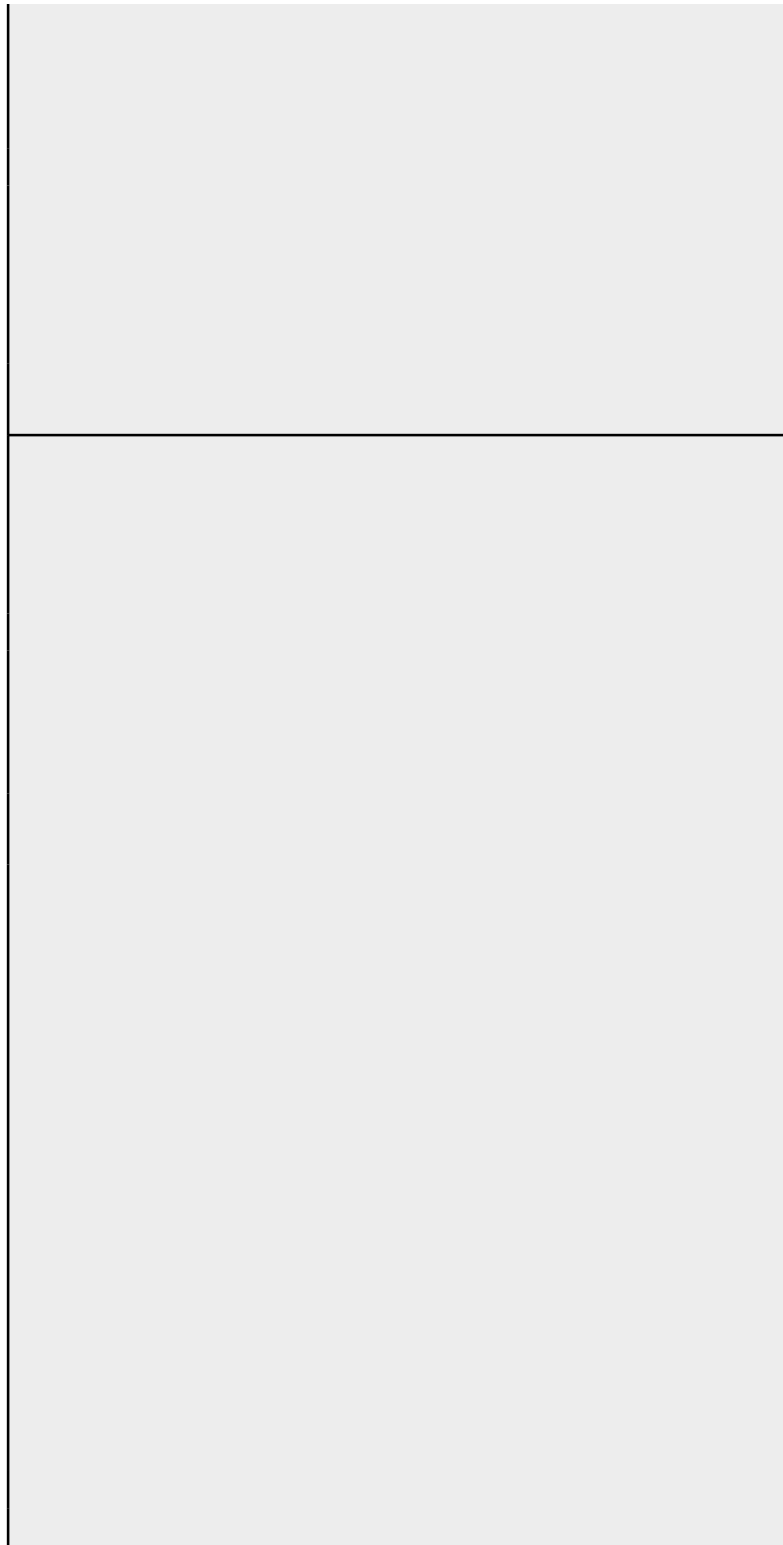
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST
OFFICE AND PRIVATE CARRIERS

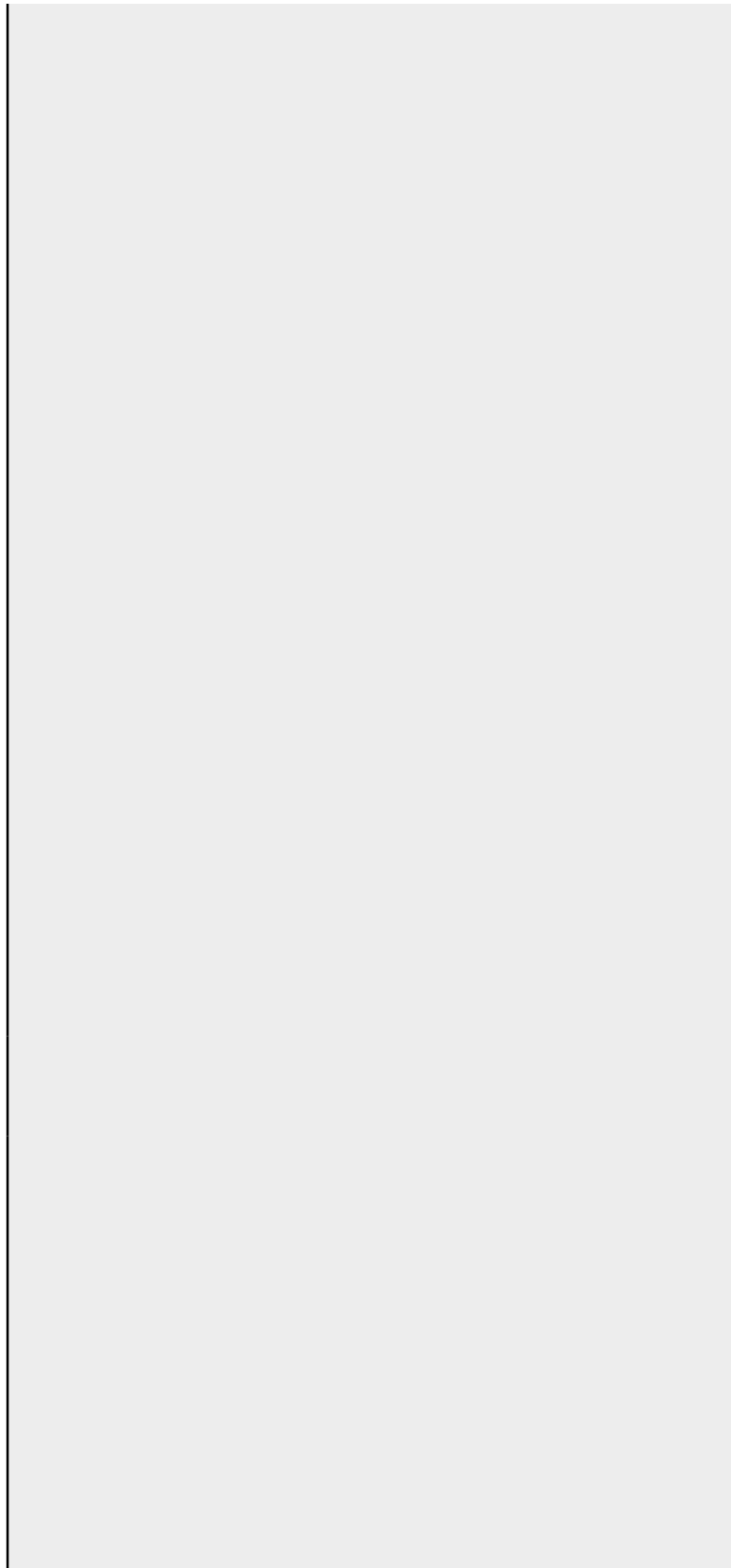
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR
ANOTHER ENTITY

PERMITS AND LICENSES, NOT BUILDING PERMITS

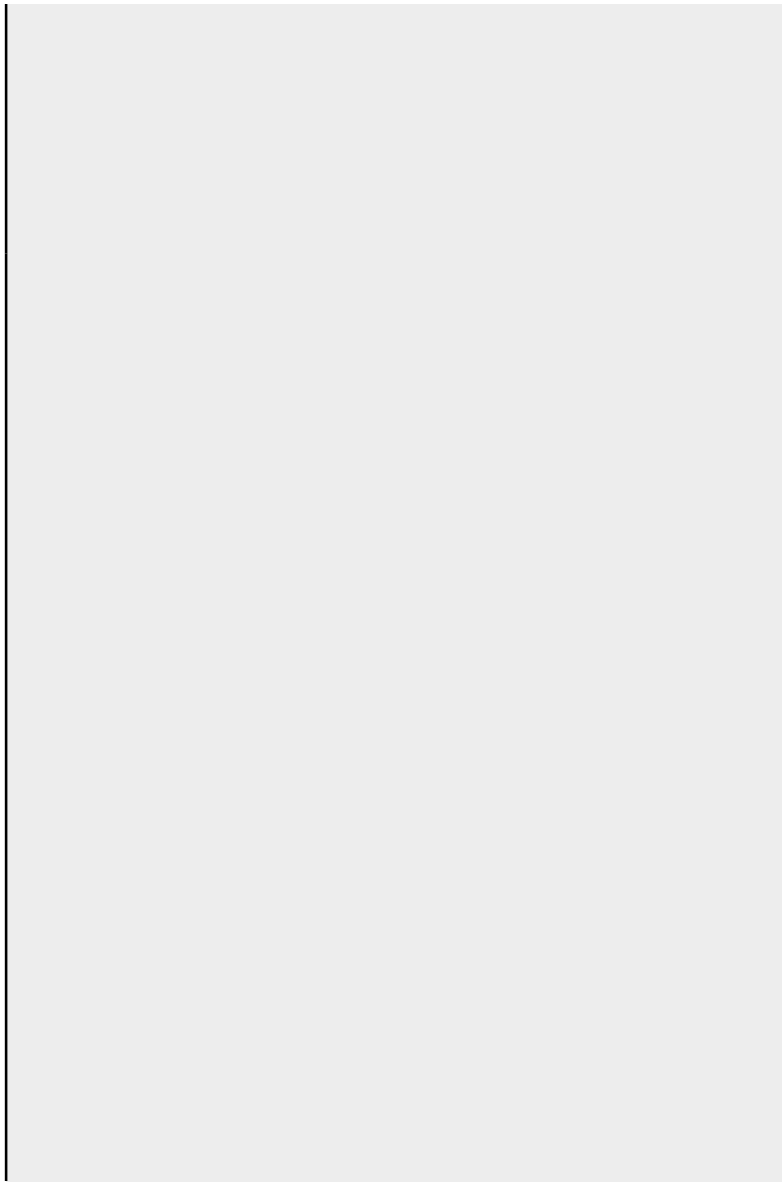
Retentions Applicable to all/most De

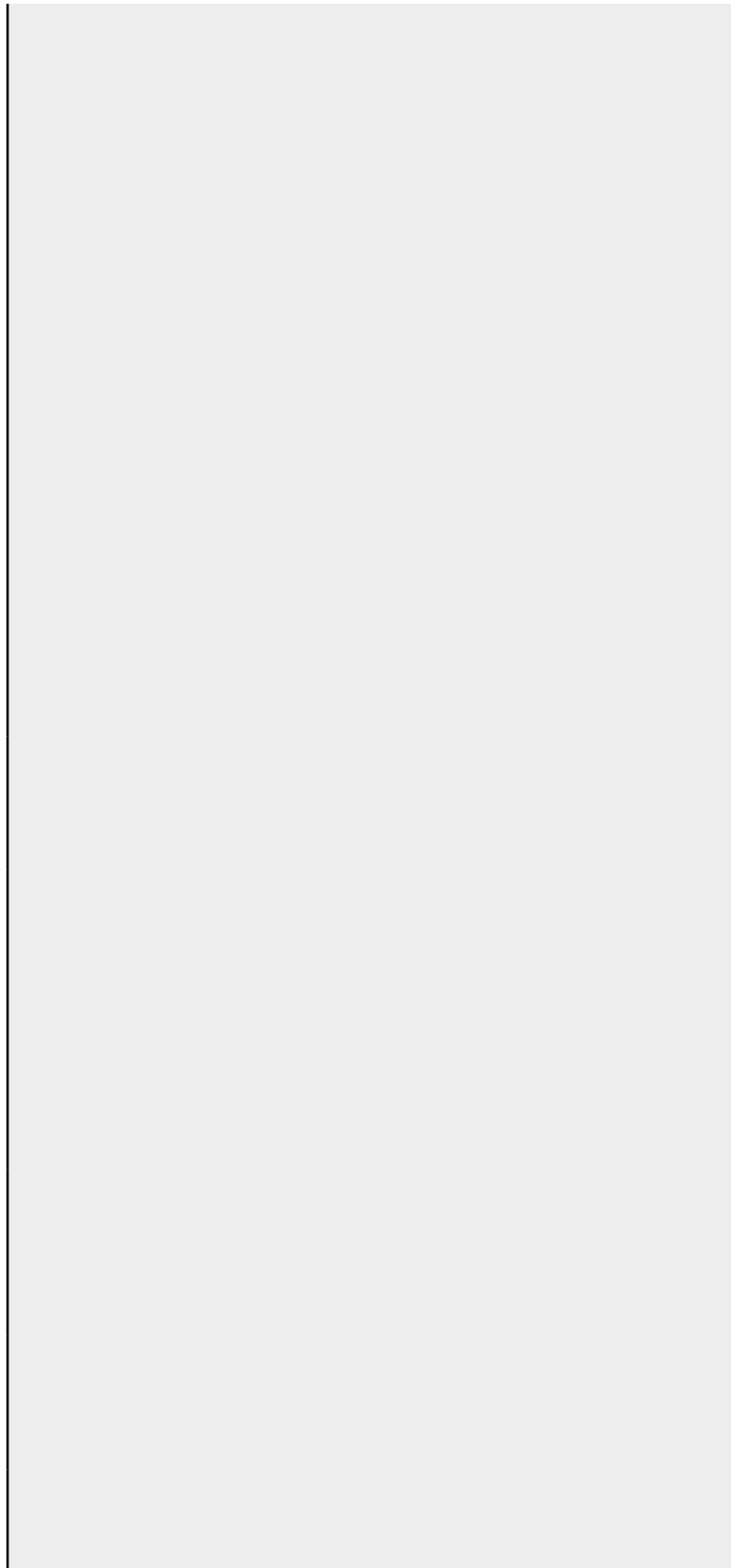
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.





Retentions Applicable to all/most Departments





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CREATION AND TOURISM DEPARTMENT

on Ready-2023 End of Year Destruction

RECORDS TO THE END OF	SERIES CODE
2013	GS023
2020	GS065
2018	M1001
2020	M1011
2018	M1401
2018	M1402
2018	M1403/1404
2018	M1405
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010

2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713
2019	M0713

Additional Records-2023 End of Year Destruction

POLICE DEPARTMENT

on Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
PERMANENT	POL001
PERMANENT	POL002
PERMANENT	POL003
PERMANENT	POL004
2021	POL005
PERMANENT	POL006
2022	POL007
2018/2016	POL008
2022	POL009
2022	POL010
30 DAYS PLUS EXTRACTED VIDEO	POL011
ORIGINAL FILE RETAINED IN POSSESSION OF COURT THAT ISSUED	POL012
2022	POL013
2018	POL014

PERMANENT	POL016
2021	POL017
	POL021
2022	POL024
2018	POL025
2018	POL026
1973	POL027
2022	PSAP004
2021	M0102
2021	M0103
2021	M0104
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009

2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

Bond Log Sheets (2021-2023)
Bond Receipt Books (2020- 2023)
Voided Tickets
Serialized Unit Application Packets 2020 and older

FINANCE DEPARTMENT	
on Ready-2023 End of Year Destruction	
<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	GS004
2016	GS006
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2018/2022	GS040

2017	GS045
2021	GS050
2016	GS054
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2018/2022	GS070
2013	GS092
2013	GS093
2016	§28.017
2018	M0022
2016	M0704
2018	M0706
2013	M0706.1
2013/2018	M0707
2021	M0709
2020	M0713
2016	M0717
2016	M0718
2018	M0720
2018	M0734A
2018/2021	M0745
2017	M0750
2018	M0752
2013	M0756
2018	M0756.1
2013	M0757
2018	M0764
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029

SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

ds Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2005	GS093
2005	GS093

2007	GS093
2007	GS093
2006	GS093
2008	GS093
2008	GS093
2003	GS093
2008	GS093
2008	GS093
2004	GS093
2002	GS093

on Mountain-2022 End of Year Destruction

<u>From Date</u>	<u>To Date</u>
1/1/2002	12/31/2001
1/1/2003	12/31/2002
1/1/2004	12/31/2003
1/1/2005	12/31/2004
1/1/2006	12/31/2005
1/1/2007	12/31/2006
1/1/2008	12/31/2007
1/1/2009	12/31/2008
1/1/2009	10/15/2010
1/1/2010	12/31/2009
1/1/2009	6/30/2009
7/1/2010	6/30/2010
9/22/2010	1/22/2010
1/22/2011	2/25/2010
1/1/2010	6/30/2010
1/19/2012	2/2/2011
10/1/2012	12/31/2011
1/1/2012	9/30/2011
1/1/2012	12/31/2012
7/1/2011	6/30/2012
10/1/2013	12/31/2012
1/1/2013	9/30/2012
7/1/2013	3/1/2013
4/1/2013	6/1/2013
1/1/2013	12/31/2013
1/1/2013	12/31/2013
1/1/2011	6/30/2010
7/1/2008	6/30/2010
8/9/2006	1/28/2008
10/5/2010	10/8/2012
3/26/2008	5/12/2009
8/28/2014	12/11/2013
10/3/2014	10/3/2013
8/1/2014	10/31/2013

7/1/2014	8/31/2013
7/1/2013	6/30/2013
1/1/2014	6/30/2013
7/1/2014	12/31/2013
4/1/2009	6/30/2013
4/1/2009	6/30/2013
6/1/2015	12/31/2014
1/1/2013	12/31/2014
1/1/2015	12/31/2014
1/1/2015	12/31/2014
7/1/2015	12/31/2014
11/1/2014	1/31/2014
1/1/2015	3/31/2014
3/31/2015	5/31/2014
5/31/2015	6/30/2014
7/1/2004	6/30/2011
6/30/2007	5/31/2014
7/1/2010	6/30/2014
1/1/2015	6/30/2014
7/1/2014	3/1/2014
4/1/2014	6/1/2014
7/1/2016	9/21/2015
1/1/2016	12/1/2015
1/1/2017	12/31/2014
1/1/2014	12/31/2014
9/22/2016	12/21/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
7/29/2016	8/12/2015
7/22/2016	7/29/2015
7/1/2016	7/22/2015
6/24/2016	7/1/2015
6/10/2016	6/30/2015
8/16/2016	9/9/2015
8/12/2016	8/26/2015
4/22/2016	5/5/2015
5/5/2016	5/13/2015
11/4/2016	11/18/2015
10/28/2016	11/4/2015
11/18/2016	12/9/2015
12/9/2016	12/16/2015
1/1/2016	6/30/2015
10/7/2016	10/14/2015
10/14/2016	10/28/2015
6/10/2016	6/24/2015
7/3/2013	10/29/2015
9/23/2016	10/7/2015

1/1/2004	12/31/2015
3/25/2016	4/8/2015
3/4/2016	3/18/2015
2/18/2016	3/4/2015
2/4/2016	2/18/2015
1/21/2016	2/4/2015
12/17/2015	1/7/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
9/12/2015	5/22/2015

Additional Records-2023 End of Year Destruction

UNITY DEVELOPMENT DEPARTMENT

on Ready-2024 Mid Year Destruction

RECORDS TO THE END OF	SERIES CODE
LIFE OF STRUCTURE	GS052
2023	GS052
2018	GS052
PERMANENT/2018	GS081
2013/2018/2022	GS099
2013	GS092
2013	GS093
SUPERCEDED/OBSOLETE	GS102
COMPLETION OF AUDIT	HDH0001
2018/2022	M0207
2020	M0208
2018	M0217
2018	M0801
2018	M1205
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019

2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>

Additional Records-2023 End of Year Destruction

HEALTH DEPARTMENT

Records Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	HDH0001
2020	HDH0002
2018	HDH0005
2013	HDH0010
2 REACCREDITATION CYCLES	HDH0100
2013	HDH0102
2017	HDH0104
2020	HDH0107
COMPLETION OF AUDIT	HDH0300
2021	HDH0503
2021	HDH0504
2018	HDH0602
PERMANENT	HDH0603
2021	HDH0700
2018	HDH0701
2021	GS050
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047

2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	
2018	
2016	
2018	

Additional Records-2023 End of Year Destruction

TECHNOLOGY SERVICES	
on Ready-2023 End of Year Destruction	
RECORDS TO THE END OF	SERIES CODE
2018	GS007
2022	GS016
2022	GS017
2018	GS024
2022	GS025
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010

2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2022	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

MAN RESOURCES DEPARTMENT

on Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2013/2003	GS026
2022	
PERMANENT/2020/2022	GS030
2020/2022	GS031
1948/2020	GS032
2018	GS035
2018/2022/2016	GS043
2018	GS061
2020/2022	GS062

2020	GS063
SUPERSEDED/2020/2018	GS064
2021	GS090
2017	GS100
2018	GS114
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011

2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

2018	

Office of City Manager

Records Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
SUPERSEDED	GS051
2018	GS064
2018	GS101
SUPERSEDED	F007
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020

PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047

2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2022	
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001

2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050

2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

FIRE DEPARTMENT	
Destruction Ready-2023 End of Year Dest	
DESCRIPTION	CORDS TO THE END
DISASTER PREPAREDNESS AND RECOVERY PLANS	SUPERSEDED
TRAINING RECORDS	2018
VEHICLE OPERATION RECORDS	2018
FIRE REPORTS- AKA INVESTIGATIONS, INCIDENT REPORTS, EMERGENCY REPORT, INCIDENT INDEX	2003
FIRE CALLS RECORDS	2003
DEPARTMENTAL RULES AND REGULATIONS	SUPERSEDED
FIRE HYDRANT LOCATIONS	SUPERSEDED
APPLICATION FOR CERTIFICATE OF OCCUPANCY	SUPERSEDED
CERTIFICATE OF OCCUPANCY	SUPERSEDED
BUILDING PERMIT INSPECTIONS	2018
USE PERMIT INSPECTIONS (FIREWORKS)	2020
FIRE FIGHTERS ASSOCIATION	2021
FIRE [SAFETY] INSPECTIONS	2018

MISSOURI CONSERVATION COMMISSION- COMMISSION FIRE REPORTS	2021
MISSOURI VEHICLE INSPECTION	2022
STATE FIRE REPORT	2022
ASSESSED VALUATION (DISTRICT)	2020
SMOKE AND FIRE DETECTOR REGISTRATION	LIFE OF STRUCTURE
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	2016/2022
GENERAL CORRESPONDENCE	2022
VENDOR FILES/LISTS/REGISTERS	SUPERSEDED/OBSOLETE
WORK ORDERS/SERVICE REQUESTS (INTERNAL)	2020
MEETING RECORDS- COUNCIL, BOARDS, ETC.	PERMANENT
TIME & ATTENDANCE	2018
LEAVE REQUESTS	2018

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.	PERSEDED/PERMANE
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS	KEEP IF HISTORICAL V
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES	ON OF EQUIPMENT/V
POLICY AND PROCEDURE- DIRECTIVES/MANUALS	PERSEDED/PERMANE
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS	2020
CONTRACTS, LEASES AND AGREEMENTS	2018/2022

EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS	AS NEEDED
PARTICIPANT REGISTRATION/ATTENDANCE-VOLUNTEERS, ETC.	2020
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS	SALE OF VEHICLE
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS	LIFE OF EQUIPMENT
CALENDARS AND SCHEDULING RECORDS	2022
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS	2020-2018
MEETING RECORDS (INTERNAL STAFF)	2020
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES	2018
ACCOUNTS PAYABLE	2016/2018
ACCOUNTS RECEIVABLE	2016/2018
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS	2018

BANKING AND INVESTMENT	2016/2018/2022
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	2016/2022
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS	2022
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY	PERMANENT/2020/2021
PERMITS AND LICENSES, NOT BUILDING PERMITS	2021

BID RECORDS	2018/2020
INSURANCE POLICY RECORDS	2017
PAYROLL RECORDS	1953-1948/2018
EXPENSE REIMBURSEMENT	2016/2022
FRANCHISES: UTILITIES, CABLE TV, ETC.	2018
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.	2020

Additional Records-2023 End of Year

	Box Count
CITY RETENTION	
RETAIN FOR THE LIFE OF THE STRUCTURE, SIDEWALK, ROAD, PLUS 10 YRS.; MAY BE SUBJECT TO FEDERAL REQUIREMENTS	
3 YEARS	3
5 YEARS	
3 YEARS	
5 YEARS AFTER EXPIRATION OF CANCELLATION OF LEASE	
5 YEARS	
5 YEARS	2.25
5 YEARS AFTER SUPERSEDED	0.25
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	2
1 YEAR	1
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	1
INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS	
5 YEARS	2
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0.5
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	1
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	1
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	2.5
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	2
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	

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7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0.5
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	3
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	Box Count
<u>CITY RETENTION</u>	
PERMANENT	
PERMANENT	
PERMANENT	
PERMANENT	
2 YEARS- 911 PRINTOUTS; 13 MONTHS- MULES MESSAGES; WEATHER REPORTS, ETC.- DESTROY WHEN NO LONGER IN USE	
PERMANENT	
1 YEAR	
5 YEARS OR COMPLETION OF AUDIT (7 YEARS)	
1 YEAR FROM COURT DATE	
1 YEAR AFTER SUBMISSION TO ATTORNEY GENERAL	
30 DAYS PLUS EXTRACT SIGNIFICANT INFORMATION THAT MAY IMPACT A CRIMINAL OR MAJOR CASE INVESTIGATION. EXTRACTED VIDEO IS RETAINED UNTIL ADMINISTRATIVE/JUDICIAL PROCEEDINGS ARE COMPLETE.	
ORIGINAL FILE RETAINED IN POSSESSION OF COURT THAT ISSUED	
1 YEAR	
5 YEARS	

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PERMANENT WITH INCIDENT REPORT		
2 YEARS		
RETAIN ORDER WITH THE UNDERLYING INCIDENT FILE; IF INCIDENT FILE HAS ALREADY BEEN DESTROYED, THEN DESTROY ORDER		
1 YEAR AFTER DATE OF SEPARATION	69	IA
5 YEARS FROM END OF INVESTIGATION		
5 YEARS FROM END OF INVESTIGATION		
50 YEARS		
1 YEAR		
2 YEARS		
2 YEARS		
2 YEARS AFTER COURT DATE		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR	2	Fiscal
DESTROY WHEN SUPERSEDED OR OBSOLETE		
3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	2	Fiscal
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS	1	Fiscal
3 YEARS		
5 YEARS AFTER CASE CONCLUDED	1	Admin
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	15	Fiscal
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		(Combined with A/P re
5 YEARS		(Combined with A/P re

7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		
2 YEARS AFTER EXPIRATION		
5 YEARS AFTER <u>CONTRACT EXPIRATION</u> (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	1	Fiscal
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

	3	Records
	1	Records
	2	Records
	7	Special Ops

	Box Count	Box Count
<u>CITY RETENTION</u>		
5 YEARS		
7 YEARS- FINANCE DEPT.		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 5 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		

6 YEARS AFTER EXPIRATION		
2 YEARS AFTER EXPIRATION		
7 YEARS- FINANCE DEPT.		
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
LIFE OF THE DISTRICT PLUS 10 YEARS		
LIFE OF THE DISTRICT PLUS 10 YEARS		
7 YEARS		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
7 YEARS		
5 YEARS AFTER CANCELLATION DATE PLUS OUTSIDE AUDIT		
10 YEARS AFTER FINAL MATURITY OF BOND ISSUE, <i>FINANCE - NA</i>		
10 YEARS AFTER FINAL MATURITY; 5 YEARS- REJECTED PROPOSALS		
UNTIL CANCELLATION PLUS 2 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		
7 YEARS- FINANCE DEPT.		
7 YEARS- FINANCE DEPT.		
5 YEARS AFTER LAST COLLECTION		
5 YEARS		
6 YEARS, EXCEPT CERTIFICATE OF REDEMPTION- 2 YEARS		
6 YEARS AFTER DUE DATE AND FINAL PAYMENT		
5 YEARS		
TERM OF BOND PLUS 10 YRS; CITY CLERK/LAW COPIES- PERMANENT		
5 YEARS		
10 YEARS		
5 YEARS		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
DESTROY WHEN SUPERSEDED OR OBSOLETE		
3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		

BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED		
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS		
3 YEARS		
5 YEARS AFTER CASE CONCLUDED		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		
2 YEARS AFTER EXPIRATION		
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

RETENTION		
RETENTION	Reviewer	Op (Explanation if No)
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t

10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t

<u>Destruction Review Date</u>	Reviewer	b (Explanation if No)
12/1/2008	Nancy Cooper	okay to destroy
12/1/2009	Nancy Cooper	okay to destroy
12/1/2010	Nancy Cooper	okay to destroy
12/1/2011	Nancy Cooper	okay to destroy
12/1/2012	Nancy Cooper	okay to destroy
12/1/2013	Nancy Cooper	okay to destroy
12/1/2014	Nancy Cooper	okay to destroy
12/1/2015	Nancy Cooper	okay to destroy
1/1/2016	indsey Gallman	ds to review contents o
12/1/2016	Nancy Cooper	okay to destroy
12/31/2016	indsey Gallman	ds to review contents o
12/31/2017	Holly Dreyer	okay to de Email confir
12/31/2017	Nancy Cooper	ds to review contents o
12/31/2017	Nancy Cooper	ds to review contents o
12/31/2017	indsey Gallman	ds to review contents o
12/31/2018	Lisa & Kerrie	okay to destroy
12/31/2018	Holly Dreyer	okay to de Email confir
12/31/2018	Holly Dreyer	okay to de Email confir
12/1/2019	Nancy Cooper	okay to destroy
12/1/2019	Nancy Cooper	okay to destroy
12/31/2019	Holly Dreyer	okay to de Email confir
12/31/2019	Holly Dreyer	okay to de Email confir
12/31/2019	Holly Dreyer	okay to de Email confir
3/1/2020	Nancy Cooper	okay to destroy
6/1/2020	Nancy Cooper	okay to destroy
12/1/2020	Nancy Cooper	okay to destroy
12/1/2020	Nancy Cooper	okay to destroy
12/31/2020	Nancy Cooper	okay to destroy
12/31/2020	Nancy Cooper	okay to destroy
12/31/2020	Jessica Earl	s for life of CID plus 10
12/31/2020	Jessica Earl	ds to review contents o
12/31/2020	Jessica Earl	ds to review contents o
12/31/2020	Cathy & Julie	okay to destroy
12/31/2020	Nancy Cooper	F files 10 years after pro
12/31/2020	Cathy & Julie	okay to destroy

12/31/2020	Cathy & Julie	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Julie Heide	okay to destroy	
12/31/2020	Julie Heide	okay to destroy	
12/1/2021	Nancy Cooper	okay to destroy	
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Nancy Cooper	F files 10 years after pro	
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Nancy Cooper	okay to destroy	
3/1/2022	Nancy Cooper	okay to destroy	
6/1/2022	Nancy Cooper	okay to destroy	
9/21/2022	Cathy & Julie	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/21/2022	Cathy & Julie	okay to destroy	
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Nancy Cooper	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	

12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022			
12/31/2022			

	Box Count	334
<u>CITY RETENTION</u>		
LIFE OF STRUCTURE		
10 YEARS AFTER DEMOLITION		
5 YEARS AFTER EXPIRATION		
PERMANENT- HAZARDOUS; 5 YEARS- NON-HAZARDOUS		
COMMERCIAL STRUCTURES- 10 YRS AFTER CERT. OF OCCUPANCY; RESIDENTIAL STRUCTURES- 5 YRS AFTER CERT. OF OCCUPANCY; OTHER STRUCTURES- 1 YR.	220	CH Basemen Note- 119 bc
LIFE OF THE DISTRICT PLUS 10 YEARS; REVIEW FOR HISTORICAL VALUE		
LIFE OF THE DISTRICT PLUS 10 YEARS; REVIEW FOR HISTORICAL VALUE		
UNTIL SUPERSEDED OR OUTDATED		
COMPLETION OF AUDIT		
DEMOLISHED BY CITY- 5 YRS. AFTER ASSESSMENT IS PAID; DEMOLISHED BY OWNER- 1 YEAR AFTER CASE IS CLOSED		
3 YEARS		
5 YEARS, OR 5 YEARS AFTER DEFECTS CORRECTED		
5 YEARS AFTER APPROVED INSPECTION		
5 YEARS AFTER CORRECTION OF VIOLATION		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
DESTROY WHEN SUPERSEDED OR OBSOLETE		

3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED		
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS		
3 YEARS		
5 YEARS AFTER CASE CONCLUDED		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	66	NAPA
2 YEARS AFTER EXPIRATION	3	NAPA
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

<u>RETENTION</u>	

	Box Count
<u>CITY RETENTION</u>	
COMPLETION OF AUDIT	15
3 YEARS	0
COMPLETION OF AUDIT	0
10 YEARS OR IF UNDER AGE 23, RETAIN UNTIL AGE 23 OR 10 YEARS	0
2 REACCREDITATION CYCLES	0
10 YEARS	0
6 YEARS	0
3 YEARS	0
COMPLETION OF AUDIT	0
2 YEARS	0
2 YEARS	0
5 YEARS	0
PERMANENT	0
2 YEARS	0
5 YEARS	0
2 YEARS AFTER EXPIRATION	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	Electronic
DESTROY WHEN SUPERSEDED OR OBSOLETE	0
3 YEARS	0
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	0
5 YEARS	0
5 YEARS	0
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	0
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	0
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	0

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3 YEARS AFTER FINAL DISPOSITION	0
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	0
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	0
3 YEARS	0
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	0
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	0
1 YEAR	Electronic
3-5 YEARS	0
3 YEARS	0
5 YEARS AFTER CASE CONCLUDED	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
5 YEARS	0
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	0
2 YEARS AFTER EXPIRATION	0
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	0
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	0
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	0
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	0
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	0
LIFE OF EQUIPMENT PLUS 3 YEARS	0

RETENTION	
2022	0
2022	0
2022	0
2022	0

	Box Count
<u>CITY RETENTION</u>	
5 YEARS	
1 YEAR	
1 YEAR AFTER SYSTEM IS SUPERSEDED	
RETAIN FOR DURATION OF LICENSE PLUS 5 YEARS	
1 YEAR AFTER SYSTEM IS SUPERSEDED; MIGRATION PLANS UNTIL SUPERSEDED	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	

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7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	Box Count
<u>CITY RETENTION</u>	
MASTER PERSONNEL FILE, DATE OF SEPARATION + 10 YEARS; EMPLOYMENT SUMMARY, DATE OF SEPARATION + 20 YEARS	6
1 YEAR FROM DATE OF SEPARATION, THEN TRANSFER TO HR FOR EVALUATION	
PERMANENT- PLANS, POLICIES, UPDATES; 3 YEARS- COMPLAINTS AND OTHER RECORDS	
3 YEARS FROM DATE OF HIRE, OR 1 YEAR AFTER DATE OF SEPARATION, WHICHEVER IS LATER	
75 YEARS- YEAR-END LEAVE BALANCE REPORTS, COPIES OF RETIREMENT ENROLLMENT FORMS; 3 YRS. AFTER SEPARATION- OTHER RECORDS	
5 YEARS AFTER SUPERSEDED OR EMPLOYEE SEPARATION	
5 YEARS- POSITIVE RESULTS; 1 YEAR- NEGATIVE RESULTS. IF FILED WITH EMPLOYEE MEDICAL RECORDS, RETAIN 7 YEARS AFTER SEPARATION.	
5 YEARS AFTER FINAL DISPOSITION, OR ADD TO PERSONNEL FILE	2
3 YEARS- ANNOUNCEMENTS, JOB DESCRIPTIONS, TESTS AND RATINGS; 1 YEAR AFTER POSITION FILLED- UNSUCCESSFUL APPLICATIONS AND OTHER RECORDS; 6 MONTHS- UNSOLICITED APPLICATIONS AND RESUMES IF NOT RETURNED TO SOLICITOR.	3

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3 YEARS AFTER OBSOLETE OR SUPERSEDED	4
1) TRAINING MATERIALS, RETAIN ONE COPY UNTIL SUPERSEDED; 2) PROGRAM MATERIALS, RETAIN 3 YEARS; 3) INDIVIDUAL EMPLOYEE/OFFICIAL TRAINING RECORDS, RETAIN 5 YEARS AFTER TERMINATION OF EMPLOYMENT ANY RECORDS NOT TRANSFERRED TO THE EMPLOYEE/OFFICIAL'S MASTER PERSONNEL RECORD	4
2 YEARS AFTER LAST ACTION	
6 YEARS OR LONGER, AS NECESSARY	
5 YEARS	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	1
5 YEARS	2
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	2
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	2
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	

1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	1
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	3

		Box Count
<u>STATE MINIMUM RETENTION</u>	<u>CITY RETENTION</u>	
	UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT	
	5 YEARS AFTER TERMINATION	
	5 YEARS	
	PERMANENT UNTIL SUPERSEDED	
	1 YEAR	
	DESTROY WHEN SUPERSEDED OR OBSOLETE	
	3 YEARS	

	PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
	5 YEARS	
	5 YEARS	
	BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
	AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
	UNTIL DISPOSITION OF EQUIPMENT/D URATION OF WARRANTY	
	ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	

	3 YEARS AFTER FINAL DISPOSITION	
	5 YEARS FROM END OF PROJECT CONSTRUCTION . PREVAILING WAGE DOCUMENTATI ON-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
	<u>RETAIN AS NEEDED-</u> DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATI ON	
	<u>SHRED AFTER ONE YEAR</u>	
	3 YEARS	
	UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
	RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
	1 YEAR	
	3-5 YEARS	
	3 YEARS	
	5 YEARS AFTER CASE CONCLUDED	

	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
	5 YEARS	
	7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
	1 YEAR	
	PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	5
	2 YEARS AFTER EXPIRATION	

	5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AG MTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGIC AL ORDER WITH ACCEPTED BIDS	
	6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
	70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
	5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
	EXPIRATION/CA NCELLATION OF FRANCHISE PLUS 5 YEARS	
	LIFE OF EQUIPMENT PLUS 3 YEARS	

Instruction		Box Count
<u>SERIES CODE</u>	<u>CITY RETENTION</u>	
GS051	UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT	
GS064	5 YEARS AFTER TERMINATION	10
GS101	5 YEARS	15
F003	20 YEARS FROM DATE OF EVENT	178
F006	20 YEARS AND EVALUATE FOR HISTORICAL PURPOSES	
F007	PERMANENT UNTIL SUPERSEDED	
F008	PERMANENT UNTIL SUPERSEDED	
F009	PERMANENT UNTIL SUPERSEDED	
F010	PERMANENT UNTIL SUPERSEDED	
F011	5 YEARS	
F012	3 YEARS	
F013	2 YEARS/STORED IN PAYROLL SYSTEM	
F014	5 YEARS. IF VIOLATIONS ARE INVOLVED, 5 YEARS AFTER VIOLATIONS HAVE BEEN CORRECTED OR SATISFIED	2

254

F015	2 YEARS	
F016	1 YEAR	
F017	1 YEAR	
F021	3 YEARS, RETAINED IN CITY'S FINANCIAL SYSTEM	
F023	LIFE OF STRUCTURE	
GS011	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	19
GS012	1 YEAR	
GS019	DESTROY WHEN SUPERSEDED OR OBSOLETE	
GS020	3 YEARS	
GS021	PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
GS028	5 YEARS	28
GS029	5 YEARS	

GS036	BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
GS038	AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
GS039	UNTIL DISPOSITION OF EQUIPMENT/D URATION OF WARRANTY	
GS047	ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
GS049	3 YEARS AFTER FINAL DISPOSITION	
GS060	5 YEARS FROM END OF PROJECT CONSTRUCTION . PREVAILING WAGE DOCUMENTATI ON-1 YEAR AFTER OF COMPLETION OF CONTRACT.	

GS061	RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATI ON	
GS065	3 YEARS	
GS067	UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
GS069	RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
GS072	1 YEAR	
GS076	3-5 YEARS	
GS085	3 YEARS	
M0001	5 YEARS AFTER CASE CONCLUDED	
GS007	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	1
GS008	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
GS009	5 YEARS	1

GS010	7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
GS011	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
GS015	1 YEAR	
GS040	PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
GS050	2 YEARS AFTER EXPIRATION	

GS055	5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AG MTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGIC AL ORDER WITH ACCEPTED BIDS	
GS056	6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
GS068	70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
GS070	5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
M0022	EXPIRATION/CA NCELLATION OF FRANCHISE PLUS 5 YEARS	
M0713	LIFE OF EQUIPMENT PLUS 3 YEARS	

Destruction

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To: Jennifer Kim
CC: Morris Heide

To: Jennifer Schatz; Kim Bailey; Dennea Leap
CC: Adam Dustman

:cords)

:cords)

To: Melissa Hunter; Lindsey Gallman
CC: Meagan Borth

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1 Tom Scannell on 05/20/24
1 Tom Scannell on 05/20/24
1 Tom Scannell on 05/20/24

object closes

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1 Tom Scannell on 05/20/24

To: Miranda Rice; Eric Fitch
CC: Tom Scannell

oxes, 100 bags of construction plans & 1 barrel full of construction plans

To: Jennifer Polston; Christina Heinen
CC:

To: Chris A. Johnson; Vanessa Kerner
CC: Jason Newkirk

To: Melissa Balino
CC: Jennifer Vargo

To: Heather Tucker; Amanda Pickering
CC: Doug Short

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-061 **2R** An ordinance amending Article 6 of Chapter 8 of the City Code changing the procurement policy to align with Revised Statutes of Missouri (RSMo Chapter 34) **2R**

Recommendations:

Staff recommends approval of this item.

Background:

Adopted in 2019, the City's Procurement Policy has only had one major amendment brought forward to City Council in 2022. However, the State of Missouri discusses and/or updates their process on a yearly basis. The 2024 legislative session held many key changes for their competitive bidding and procurement requirements and guidelines. Exploring these changes, and comparing our policy to other City's policies in Missouri, led staff to a discussion on how improvements could be made to existing process. The conclusion was that we need to make it easier for departments to purchase needed items of a noncontroversial nature in small value amounts.

Therefore, changes have been made that reflect the State and other governmental entities changes that have been made over the past few years that staff feel also align with our ethics, charter and code.

These major changes include:

- Raised/revised thresholds for procurement approvals to match Missouri Statutes
- 3 quotes can be obtained by the department for expenditures up to \$50,000 before they submit the requisition to cut down on the Procurement Divisions involvement and reduce time spent for all without eliminating checks and balances/controls
- Expenditures over \$100,000 only need to go to council once, unless they are going to exceed the voted on approval amount (we encourage adding in a percentage for contingency and inflation)

Emergency Justification:**Fiscal Impact:****Council Action:**

Department / Contact	Finance and Administration /
---------------------------------	------------------------------

REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Procurement Help Sheet Final
2. Updated Procurement Policy- Final Draft
3. Updated Source Form Final
4. Original Procurement Policy

City of Independence - Procurement Process Guide

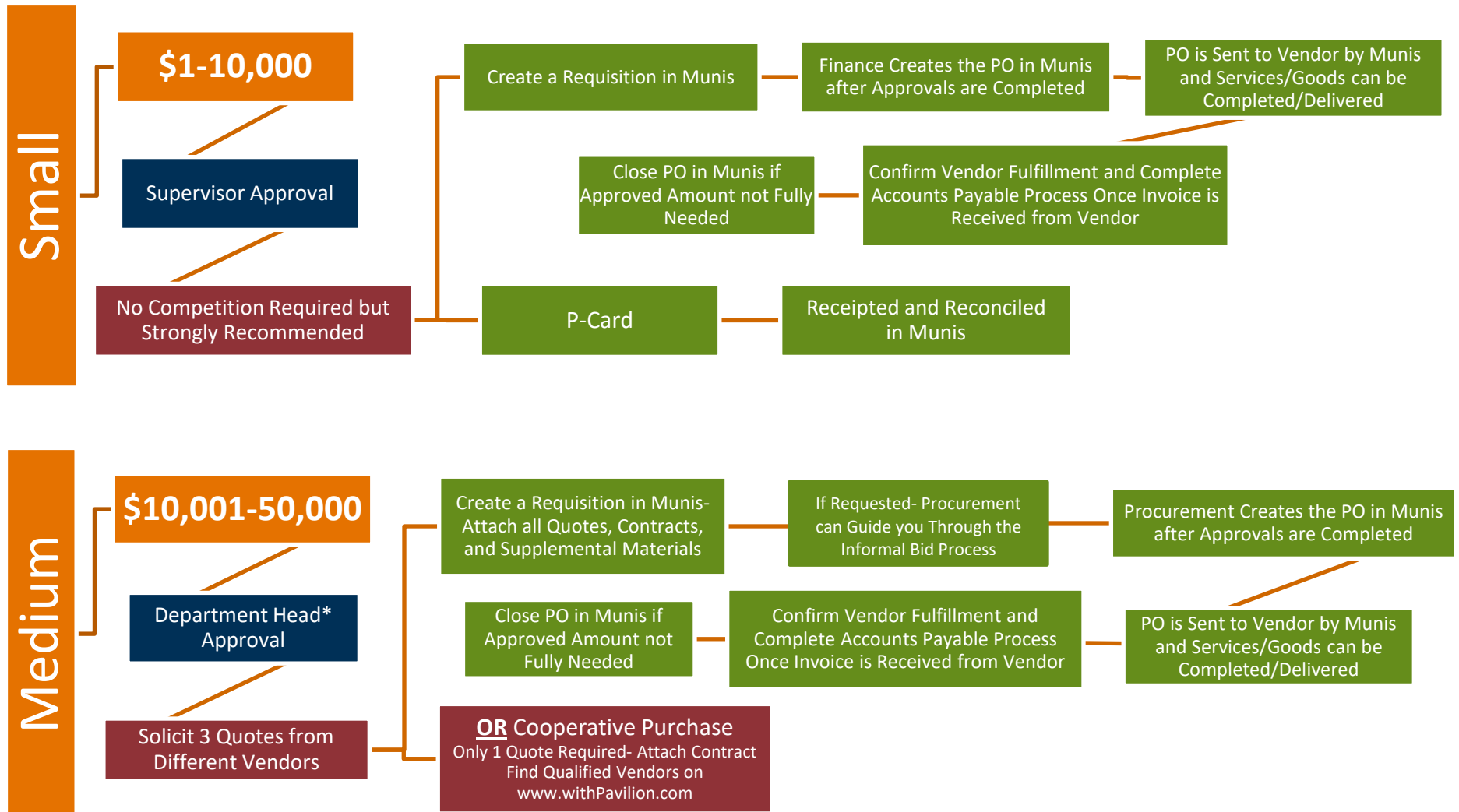
As of July 1, 2024

HOW MUCH AM I SPENDING?

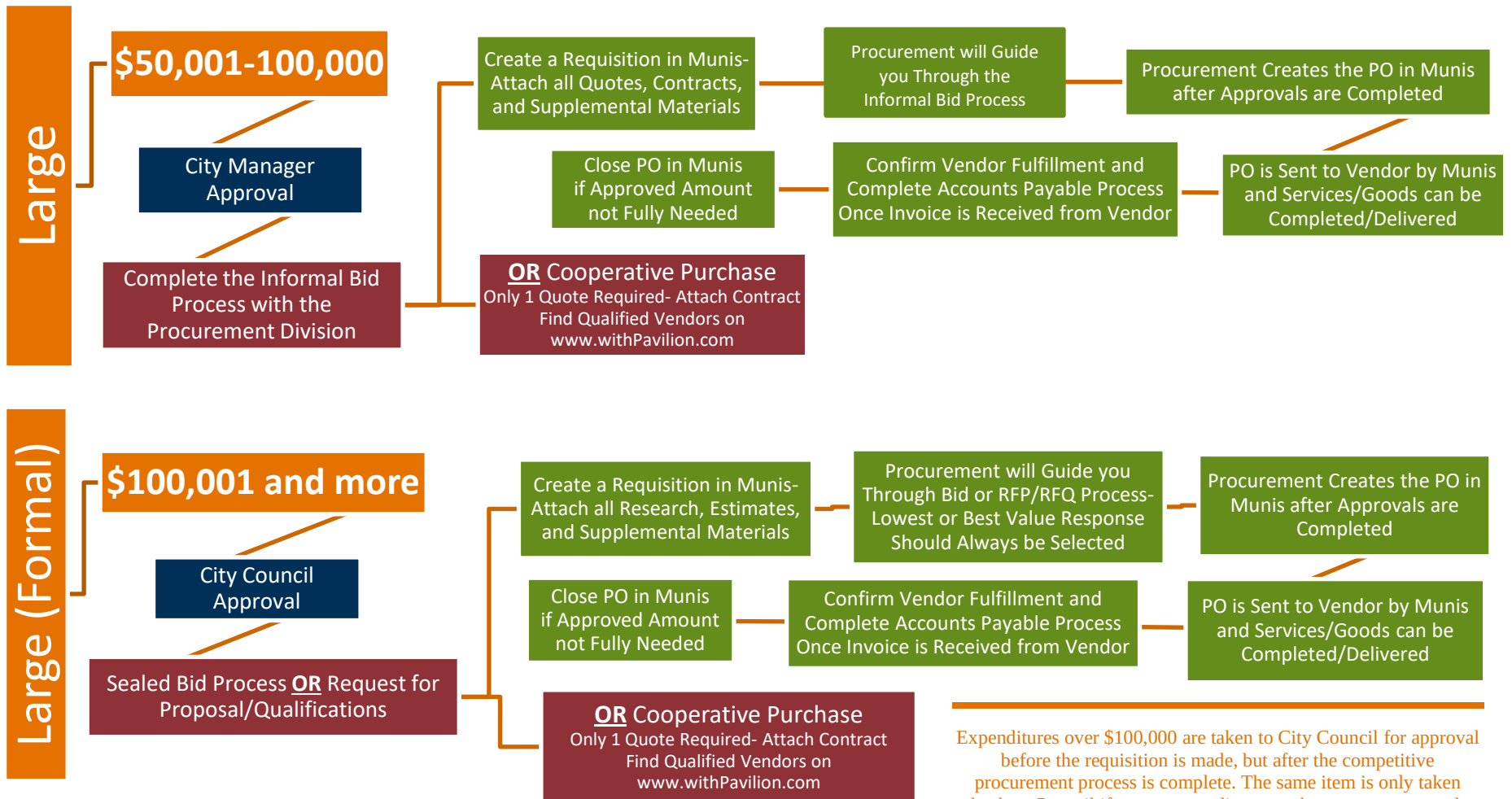
WHO'S APPROVAL DO I NEED BEFORE AND DURING THE PURCHASE/PROCUREMENT?

DO I NEED TO GET MULTIPLE QUOTES OR GO THROUGH A COMPETITIVE PROCUREMENT PROCESS?

HOW CAN I PAY FOR IT?



*Or the Department Head's designee (i.e. Deputy or Assistant Directors)



Expenditures over \$100,000 are taken to City Council for approval before the requisition is made, but after the competitive procurement process is complete. The same item is only taken back to Council if you are spending over the amount approved. Always add a percentage for contingencies or inflation before going to Council (so it is approved and accounted for in the PO).

Exceptions to the Process

- Sole Source: Submit a sole source form signed by the Department Head
- The City's IT Department requires a PO for all IT expenditures regardless of amount (excluding basic technology equipment such as a mouse or keyboard)
- Emergency Purchases: Submit a Source Form detailing the emergency (threat to health, welfare, or safety and/or where time does not allow for normal procedures)

More Information

- Blanket PO's can be used to order the same goods or service from a single vendor throughout a fiscal year (Examples: Fuel, chemicals, maintenance contracts)
- Find vendors by contacting previous vendors, asking for the Finance Department's vendor list, or seeing who other government agencies use
- Change Orders are used if the expenditures will exceed the PO amount



City of Independence Procurement Policy

Prepared by:
Meagan Borth
Interim Finance Director
Adopted June 1, 2019
Amended July __, 2024

City of Independence

Procurement Policy

1) Introduction

The City of Independence is a public agency that is required to establish and follow formal procurement rules established in the City Code. The primary purpose of the procurement policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department heads are entrusted with the responsibility of implementing and enforcing the policy within their departments. A procedures manual is maintained and training is offered to all users by the Procurement Division of the Finance Department.

2) Applicable Law

Missouri Contracting Statute RSMo., Section 432.070 states, in essence, that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment; within the scope of the City's authority; in writing; dated when made; and subscribed by the parties or their agents. General Law states unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

3) Solicitation Thresholds

\$0 - \$9,999.99 – Competition not required but strongly recommended

\$10,000 - \$99,999.99 – Informal

\$100,000 and above – Formal

Professional Services:

\$0 - \$99,999.99 – Competition not required but strongly recommended

\$100,000 and above – Competition required

Small Procurements

Purchases \$10,000 or less - Although competitive sealed bidding is the procedure universally preferred in government procurement, consideration of the time and cost dictates that a less formal procedure be used for small purchases. These purchases may be made on the open market without formal bid and informal written quotes or competitive oral quotations are allowed.

Local Vendors

The City of Independence encourages the participation of local vendors and gives preference to the local vendor when the prices, terms, and conditions are equal.

4) Approvals

\$100,000 and more: City Council approval required

\$50,000-99,999.99: City Manager approval required

\$10,000-49,999.99: Department Head (or their designee) Approval

\$1-9,999.99: Supervisor approval

5) Solicitation Types Used by the City of Independence

A) Invitation to Bid (ITB)

1. Informal - Under \$100,000 – no public opening required; written bids must be solicited
2. Formal - \$100,000 and above – public bid opening required
3. Award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions

4. No negotiation is permitted; the Procurement Manager may consider exceptions if a single bid is received
5. Exceptions to the terms and conditions of the ITB will not be considered
6. Unit price prevails in the event of pricing discrepancy
- B) Request for Proposal (RFP)
 1. No public opening to preserve confidentiality until award or notice of intent to award is made
 2. The purpose is to award to the supplier that is able to provide the best value to the City, not necessarily lowest price, using weighted numerical scoring
 3. Negotiation is permitted
 4. An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP
 5. Evaluation team members are required to sign a Statement of Confidentiality and Non-Conflict of Interest and Substantial Interests to serve on the team. A breach of confidentiality or conflict of interest or substantial interest is defined as any evaluation team member, whether position or financial interest, that would affect either the solicitation of proposals or the selection of the successful proposer. The statement ensures the confidentiality and integrity of the RFP process for each specific procurement.
- C) Request for Qualifications (RFQ)
 1. Used to prequalify vendors for services prior to contract negotiation
 2. Respondents must satisfy the minimum RFQ criteria requirements to be prequalified
 3. Architects, Engineers, and Land Surveyors (A&E) – Missouri State Statute RSMo. 8.289 requires the RFQ process be used for prequalification prior to contract negotiation
- D) Request for Information (RFI)

Used to gather information for an upcoming solicitation and scope of work, specifications, cost, or other information is unknown; no award is made
- E) The rationale for the solicitation type selected will be included in the procurement file.
 1. In solicitation where evaluations are required, evaluations will be retained in the bid file.
- F) Bid, Proposal, and Response Submission Conditions
 1. Competitive solicitations issued online shall require responses to be submitted online
 2. Responses received late will be rejected; online system time is official time
 3. Bids, proposals, or responses may be withdrawn, modified, or revised prior to close of the solicitation
 4. Bids, proposals, or responses cannot be revised after they are opened; once opened, all documents become property of the City
 5. Non-responsive:
 - a. Any bid submitted that does not meet the minimum requirements set forth in the ITB including Terms and Conditions will be deemed non-responsive
 - b. Any proposal or response that does not meet the minimum requirements set forth in the RFP, RFQ, or RFI will be deemed non-responsive
 6. Conflicts of interest, known and unknown, between the City and vendor is a condition where the administration of award will not be given to the vendor, regardless of solicitation type.

6) Management Analyst Review

Prior to presentation to Council, the City Management Analyst must review and make a recommendation for contracts where the cost is between \$500,000 and \$1,999,000, if they will be in effect for more than a year; and all contracts valued at \$2,000,000 or more regardless of term.

7) Bonds

- A) Bid Bond or Proposal Bond – Security requirement determined by the Procurement Manager
 1. Bid Bond or Proposal Bond - provided by a surety company authorized to do business in the State of Missouri
 2. Cashier's Check or Certified Check may be submitted in lieu of the bond; cash is not accepted
 3. Failure to submit a bond as required in the solicitation will result in rejection of the bid or proposal

4. If the bidder or proposer fails to honor the bid or proposal for any reason, the security may be retained by the City
5. Value of security is equivalent to 5% of the bid or proposal price
- B) Payment, Performance, and Maintenance Bond – Required as determined by the Procurement Manager
 1. Provided by a surety company authorized to do business in the State of Missouri
 2. Issued in an amount up to 100% of the price specified in the bid or proposal
 3. The City's preapproved form shall be used, or the bond will not be accepted

8) Public Improvements

- A) Public improvements are defined as new construction of public facilities, roadways, bridges, sidewalks, parking lots, etc. or newly constructed appurtenances for public use or benefit, paid wholly or in part out of public funds, in accordance with Article 11 of the City Charter conditions:
 1. All public improvements over \$500 require competitive bids
 2. A 100% payment, performance, and maintenance bond is required for all projects over \$2,500
 3. All public improvement projects will be completed in compliance with the Missouri Prevailing Wage Law
 4. Public Improvements are bid in accordance with the bidding procedures as defined in this policy as well as Chapter 20 of the City Code

9) Project Delivery Methods

Departments requiring construction for the City should collaborate with the Municipal Services Department to determine the most appropriate method:

- A) Design-Bid-Build consists of three steps: a design phase provided by a prequalified A&E provider, the bid step, and the construction step provided a contractor independent of the A&E provider
- B) Design-Build is any project for the design, construction, alteration, remodeling or improvement of any buildings, facilities or other public improvements for which the design and construction services are furnished under one contract
- C) Construction Manager at Risk means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to a political subdivision regarding construction during and after the design of the project

10) Construction Contractor Qualifications Requirements – Contracts Exceeding \$300,000

Each solicitation shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

11) Easement Acquisitions

Notwithstanding anything to the contrary found in existing ordinances and resolutions of the City, the City Council may authorize the City Manager or designee to accept or approve, on behalf of the City, all easement documents, deeds of dedication, contract work orders and utility relocation and right-of-way certifications and agreements.

12) Preferences

Section 8.06.003 (E) of the City Code includes provisions for preferences. These preferences must be followed when procuring manufactured goods or commodities as well as when entering into any contract that exceeds \$300,000 involving labor:

- A) United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled, or produced in the United States, unless:
 1. The purchase, lease, or contract involves an expenditure of less than \$10,000
 2. Only one component of a particular good or product is manufactured, assembled, or produced in the United States
 3. The specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or

- produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
4. Obtaining the specified products manufactured, assembled or produced in the United States would increase the contract cost by more than ten percent (10%)
- B) Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in procuring or letting contracts for articles herein mentioned.
- C) When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.
1. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentage, unless such an award is contrary to State or Federal law or regulation, or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:
 - a. \$0 to \$300,000 – No preference
 - b. \$300,000 to \$1,000,000 – 5 percent on the first \$300,000 and adjustment for the amount between \$300,000 and \$1,000,000
 - c. \$1,000,000 and greater – 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000
 - d. No additional adjustments for amounts in excess of \$1,000,000
 2. The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.
- D) Licensed businesses operating from a physical address in six (6) months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

13) Exceptions to Competition Requirements

- A) Sole Source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement; written justification from the Department Head is required
- B) Single Source is a commodity or service that is proprietary or standardized by the City; written justification is required
- C) Cooperative Purchases are commodities or services purchased through contracts established by a government procurement entity or cooperative pursuant to RSMo.70.220, or generally accepted governmental procurement practices through the competitive bidding process
- D) Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state, or local law
- E) Public Art to adorn public buildings and property in the City of Independence, an amount equal to 1% of the estimated cost of construction, reconstruction, or remodeling of a Municipal building pursuant to City Resolution Bill No. 17-746

14) Grants and Federal Funding

Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Procurement Policy, City Code, and City Charter where applicable. Purchases made with the assistance of federal funding will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at

<https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

The City will adhere to all provisions as a sub-recipient of the state, Federal Regulations §§200.318 General procurement standards through 200.326 Contract provisions. The City will also include verbiage in solicitations that sub-recipients will also be subject to Federal regulation 2 CFR 200.330, and will also be responsible for adherence to applicable Federal program requirements specified in the Federal award.

The methods of procurement acceptable under Federal regulation 2 CFR 200.320 are:

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present;

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The Non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The Non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Solicitation using federal funding will contain clear and accurate descriptions of the technical requirements of the material, product or service. When not practicable or economical, a brand name or equivalent can be used to describe the performance or other requirements.

15) Sustainable Purchasing

It is the general policy of the City to support the purchase of products that will minimize negative environmental, health, and social impacts of City operations and support markets for sustainably produced products. Consideration of the full life cycle cost of a good or service is encouraged. Purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable price.

16) Technology Purchasing

Technology solutions present unique risks that must be managed appropriately to ensure security, quality, and interoperability while managing overall technology spend. The Technology Services Division owns managing risks associated with all City technology and must provide review and approval prior to all technology purchases.

17) Term and Supply Contracts

Generally issued for more than one year, term and supply contracts are established by the Procurement Division through competitive solicitations to eliminate recurring and redundant solicitation and to take advantage of economies of scale.

18) Change Orders

- A) Used to delete, substitute, or add items or services and to increase or decrease pricing
- B) All changes must be authorized by the Procurement Manager prior to vendor notification
- C) Change orders that exceed \$100,000 or the amount allowed for change already approved by City Council require additional City Council approval

19) Emergency Purchases

An emergency purchase is made to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow for normal procurement procedures. All emergency purchases must be authorized by the Department Head and the City Manager. Some examples are:

- A) The operation of the department would be seriously hampered
- B) The protection or preservation of public property would not be possible by following normal procedures
- C) A major project's timeline does not allow for normal procedures in order to be completed

20) Signature Authority

- A) City Manager or designee has the authority to sign contracts
- B) Procurement Manager or designee as delegated by the City Manager
- C) Finance and Administration Director or designee as delegated by the City Manager

21) Right of Protest

- A) The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities, with a dollar value of \$50,000 or less, within five (5) business days of the bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the City's e-solicitation website. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor the e-solicitation website provider shall be responsible for directly notifying bidders of the Notice of Intent to Award
- B) Protests must be received in the office of the Procurement Manager and must contain the following information:
 - 1. Company name, address, phone number and signature of the authorized representative
 - 2. Solicitation number
 - 3. Detailed statement describing the grounds for the protest
 - 4. Supporting evidence or documents to substantiate the claim
- C) The Director of Finance and Administration will review the information provided and he/she or designee will issue a written decision within five (5) business days of receipt of the protest; this decision shall be final

22) Procurement Cards (P-card)

An optional method of payment for the City for purchases under \$10,000. The P-card may be used as long as processing fees are not added that may increase the total price of the purchase.

23) Vendor Self Service (VSS)

To do business with the City, all vendors must set up an account in the financial system through the VSS portal at URL <https://independencemo.munisselfservice.com>. All purchase orders, contracts, and other supporting documents are filed in the financial system for the vendor so access.

24) Surplus, Scrap, Obsolete Property

Property purchased with City funds that is no longer functional in its current role that requires redistribution, disposal, or scrapping

- A) Non-Fleet Surplus – The Procurement Division will evaluate non-fleet surplus and determine method of disposition
- B) Fleet Surplus – Departments shall work through the Municipal Services Department to determine changes in fleet assets
 - 1. The Municipal Services Department will determine the value of fleet surplus for transfer to another department
 - 2. Fleet surplus that is not transferred to another department shall be surrendered to the Procurement Division for disposal
- C) Donation – Surplus may be donated to a not-for-profit, government agency, or utility that makes a written request for specific surplus goods
- D) Trade-in – surplus assets may be traded in on new assets
- E) Service weapons – Retiring Police officers may purchase their service weapon with a letter of recommendation from Police command staff

25) Ethics

The Procurement Division subscribes to the Code of Ethics of the NIGP-The Institute for Public Procurement and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- A) Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization
- B) Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant
- C) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served
- D) Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable
- E) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved
- F) Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions
- G) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts
- H) Resists encroachment on control of personnel in order to preserve integrity as a professional manager
- I) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics
- J) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination
- K) Subscribes to and supports the professional aims and objectives of NIGP-The Institute for Public Procurement

Appendix A – City of Independence Charter

Section 5.2	Conflicts of Interest.
Section 5.4	Code of Ethics.
Section 8.11	Contracts and expenditures prohibited, when.

Section 5.2. Conflicts of Interest. The use of public office for private gain is prohibited. The city council shall implement this prohibition by ordinance, the terms of which shall include, but not be limited to: acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official; the use of confidential information; and appearances by city officials before other city agencies on behalf of private interests. This ordinance shall include a statement of purpose and shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual and regulatory matters and, insofar as permissible under state law, shall provide for fines and imprisonment for violations.

Section 5.4. Code of Ethics. The City Council, by ordinance, shall adopt a code of ethics which shall be binding upon all City officials and employees, and shall appropriate sufficient funds for its enforcement. The Code of ethics may be updated from time to time as deemed necessary by the Council.

Section 8.11. Contracts and expenditures prohibited, when. No department, officer, employee, or agency of the city government shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated or authorized and available for that general classification of expenditure. Any contract made in violation of this charter shall be null and void.

Nothing in this section shall prohibit the making of contracts or the spending of money for public improvements to be financed in whole or in part by the issuance of bonds after the issuance of said bonds has been duly authorized, or for public improvements to be financed in whole or in part by special assessments on benefited real property after said improvements have been duly authorized; nor the making of contracts of lease or for services for a period exceeding the fiscal year in which such contract is made, when such contract is not prohibited by applicable law or ordinance.

Appendix B – City Code of Ordinances

Section 8, Article 6, 001-007, 013-015
City Code, Indep., MO
ARTICLE 6. PURCHASES AND SALES

SEC. 8.06.001. "CONTRACTUAL LABOR AND SERVICES" DEFINED.

"Contractual labor and services," as used in this Article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this Article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

SEC. 8.06.002. PURCHASES - HOW MADE - REQUISITIONS - CERTIFICATION OF FUNDS.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter. Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

SEC. 8.06.003. COMPETITIVE BIDDING.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than One-Hundred Thousand Dollars (\$100,000), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three (3) persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three (3) dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced on the Public Notice Board in City Hall and as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. The contract shall be reported to, and approved by, the City Council prior to award.

2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is One-Hundred Thousand Dollars (\$100,000) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred Thousand Dollars (\$100,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFP's and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Manager prior to award. Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the requested price increase exceeds the renewal period increase established in the original agreement.

C. Public Improvement Projects. Public Improvement projects shall be processed through the Procurement Division using the processes identified in section A1 and A2, and in conformance with procedures set out in chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Manager prior to award. City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

D. Change Orders. For contracts up to Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the original contract amount if in excess of One-Hundred Thousand Dollars (\$100,000), the City Manager is authorized to issue change orders.

E. Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:

1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than Ten Thousand Dollars (\$10,000.00); (b) only one component of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured,

assembled or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent (10%).

2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

3. When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.

a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

\$0 to \$300,000 – No preference

\$300,000 to \$1,000,000 - 5 percent on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000

\$1,000,000 and greater - 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000

No additional adjustment for amounts in excess of \$1,000,000

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.

F. Contractor Qualifications:

All contractors bidding on construction contracts which exceed \$300,000.00 with the City of Independence shall meet qualification standards prior to acceptance of any contract. The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract. In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor. To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.

3. An ERISA-qualified pension plan or a retirement benefit program

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs. The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

SEC. 8.06.004. WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Ten Thousand Dollars (\$10,000).
2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.
3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.
4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo.70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000) it shall be reported to, and approved by, the City Council prior to award.

SEC. 8.06.005. PROHIBITION AGAINST SPLITTING CONTRACTS.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this Article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

SEC. 8.06.006. EMERGENCY PURCHASES.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of appropriated items in an amount in excess of One-Hundred Thousand Dollars (\$50,000) made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

SEC. 8.06.007. TRANSFER AND SALE OF CITY PROPERTY.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

SEC. 8.06.013. AFFIDAVITS TO BE FILED.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

SEC. 8.06.014. PENALTY FOR FALSE AFFIDAVIT, ETC.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and any contract or agreement made or entered into in violation of this Article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

SEC. 8.06.015. OCCUPATION LICENSE CHECKED.

A. The Procurement Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award, and does not appear to be licensed.

B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

Section 20, Article 17

City Code, Indep, MO

ARTICLE 17. BIDS ON PUBLIC WORKS PROJECTS

SEC. 20.17.001. ADVERTISEMENT AND NOTIFICATION

A. The Invitation to Bid will be published on the City's website.

B. The Invitation to Bid will be submitted to a public works publication house in the metro area and the full set of specifications and plans will be made available to them if they have a means of displaying for the use of prospective contractors. Bidders will pay to the public works publication house any fee established for providing the Invitation to Bid, Plans, and Specifications.

C. The Invitation to Bid notice will be sent by electronic mail to all contractors known to have an interest in a project of this type.

D. The City will adhere to all superseding federal, state, and local laws, ordinances, and other requirements regarding advertisement and notification, where applicable.

SEC. 20.17.002. PREFERENCES.

Each Invitation to Bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

SEC. 20.17.003. WHERE BIDS TO BE DEPOSITED.

Bidders will be required to submit their sealed bids on a public improvements project to the Procurement Manager at the time and under the conditions prescribed in the Invitation to Bid.

SEC. 20.17.004. BID OPENING PROCEDURE.

Bids shall be opened at the prescribed time and location as specified in the Invitation to Bid and said bid opening shall be open to the public. All bids shall be read aloud, and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request. All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

SEC. 20.17.005 DEBARMENT OR SUSPENSION.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public works for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as:
Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement

An emergency purchase is defined as:
A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.

All purchases shall follow the City of Independence Procurement Policy.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.

Proposed supplier name and address:	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$

If this is a sole source purchase, check all that apply:

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind** – there are no competitive alternatives available on the market.
- ☐ **Limited Distributor** – Supplier is the Limited distributor for the region or municipality
- ☐ **Compatibility** – must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part** – for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☐ **Other** – _____

If this is an emergency purchase, check all that apply and give a brief description of the situation:

- ☐ **Response to a threat to health, welfare or public safety**
- ☐ **Protection of preservation of public property**
- ☐ **Major project's timeline does not allow for normal procedures in order to be completed**

Description – _____

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.

Department Head Authorization

Name:	Department:
Signature:	Title:

City Manager Authorization (Emergency Purchases Only)

Signature:	Date:
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City of Independence Procurement Policy

Prepared by:
Russell M. Pankey, CPPO, CPPB
Procurement Manager
June 1, 2019
Amended June 21, 2022

City of Independence

Procurement Policy

1) Introduction

The City of Independence is a public agency that is required to establish and follow formal procurement rules established in the City Charter and City Code. The primary purpose of the procurement policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department heads are entrusted with the responsibility of implementing and enforcing the policy within their departments. A procedures manual is maintained and training is offered to all users.

2) Applicable Law

Missouri Contracting Statute RSMo., Section 432.070 states, in essence, that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment; within the scope of the City's authority; in writing; dated when made; and subscribed by the parties or their agents. General Law states unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

3) Solicitation Thresholds

\$0 - \$5,000 – Competition not required but strongly recommended

\$5,000.01 - \$100,000 – Informal

\$100,000.01 and above – Formal

Professional Services:

\$0 - \$100,000 – Competition not required but strongly recommended

\$100,000.01 and above – competition required

4) Approvals

- A) City Council approval is required for all purchases, change orders, contracts, cooperative purchases over \$50,000
- B) Consent Agenda – Purchases where funds are to be expended; one reading
- C) Ordinance – Purchases that require appropriation or re-appropriation of funds; two readings

5) Solicitation Types Used by the City of Independence

- A) Invitation to Bid (ITB)
 - 1. Informal - Under \$100,000 – no public opening; written bids must be solicited
 - 2. Formal - \$100,000.01 and above – public bid opening required
 - 3. Award is made to the lowest most responsive and responsible bidder who meets the minimum requirements and conditions
 - 4. No negotiation is permitted; the Procurement Manager may consider exceptions if a single bid is received
 - 5. Exceptions to the terms and conditions of the ITB will not be considered
 - 6. Unit price prevails in the event of pricing discrepancy
- B) Request for Proposal (RFP)
 - 1. No public opening to preserve confidentiality until award or notice of intent to award is made
 - 2. The purpose is to award to the supplier that is able to provide the best value to the City, not necessarily lowest price, using weighted numerical scoring
 - 3. Negotiation is permitted
 - 4. An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP

5. Evaluation team members are required to sign a Statement of Confidentiality and Non-Conflict of Interest and Substantial Interests to serve on the team. A breach of confidentiality or conflict of interest or substantial interest is defined as any evaluation team member, whether position or financial interest, that would affect either the solicitation of proposals or the selection of the successful proposer. The statement ensures the confidentiality and integrity of the RFP process for each specific procurement
- C) Request for Qualifications (RFQ)
 1. Used to prequalify vendors for services prior to contract negotiation
 2. Respondents must satisfy the minimum RFQ criteria requirements to be prequalified
 3. Architects, Engineers, and Land Surveyors (A&E) – Missouri State Statute RSMo. 8.289 requires the RFQ process be used for prequalification prior to contract negotiation
- D) Request for Information (RFI)

Used to gather information for an upcoming solicitation and scope of work, specifications, cost, or other information is unknown; no award is made
- E) The rationale for the solicitation type selected will be included in the procurement file.
 1. In solicitation where evaluations are required, evaluations will be retained in the bid file.
- F) Bid, Proposal, and Response Submission Conditions
 1. Competitive solicitations issued online shall require responses to be submitted online
 2. Responses received late will be rejected; online system time is official time
 3. Bids, proposals, or responses may be withdrawn, modified, or revised prior to close of the solicitation
 4. Bids, proposals, or responses cannot be revised after they are opened; once opened, all documents become property of the City
 5. Non-responsive:
 - a. Any bid submitted that does not meet the minimum requirements set forth in the ITB including Terms and Conditions will be deemed non-responsive
 - b. Any proposal or response that does not meet the minimum requirements set forth in the RFP, RFQ, or RFI will be deemed non-responsive
 6. Conflicts of interest, known and unknown, between the City and vendor is a condition where the administration of award will not be given to the vendor, regardless of solicitation type.

6) Management Analyst Review

Prior to presentation to Council, the City Management Analyst must review and make a recommendation for contracts where the cost is between \$500,000 and \$1,999,000, if they will be in effect for more than a year; and all contracts valued at \$2,000,000 or more regardless of term

7) Bonds

- A) Bid Bond or Proposal Bond – Security requirement determined by the Procurement Manager
 1. Bid Bond or Proposal Bond - provided by a surety company authorized to do business in the State of Missouri
 2. Cashier's Check or Certified Check may be submitted in lieu of the bond; cash is not accepted
 3. Failure to submit a bond as required in the solicitation will result in rejection of the bid or proposal
 4. If the bidder or proposer fails to honor the bid or proposal for any reason, the security may be retained by the City
 5. Value of security is equivalent to 5% of the bid or proposal price
- B) Payment, Performance, and Maintenance Bond – Required as determined by the Procurement Manager
 1. Provided by a surety company authorized to do business in the State of Missouri
 2. Issued in an amount up to 100% of the price specified in the bid or proposal
 3. The City's preapproved form shall be used or the bond will not be accepted

8) Public Improvements

- A) Public improvements are defined as new construction of public facilities, roadways, bridges, sidewalks, parking lots, etc. or newly constructed appurtenances for public use or benefit, paid wholly or in part out of public funds, in accordance with Article 11 of the City Charter conditions:

1. All public improvements over \$500 require competitive bids
2. A 100% payment, performance, and maintenance bond is required for all projects over \$2,500
3. All public improvement projects will be completed in compliance with the Missouri Prevailing Wage Law
4. Public Improvements are bid in accordance with the bidding procedures as defined in this policy as well as Chapter 20 of the City Code

9) Project Delivery Methods

Departments requiring construction for the City should collaborate with the Public Works Department to determine the most appropriate method

- A) Design-Bid-Build consists of three steps: a design phase provided by a prequalified A&E provider, the bid step, and the construction step provided a contractor independent of the A&E provider
- B) Design-Build is any project for the design, construction, alteration, remodeling or improvement of any buildings, facilities or other public improvements for which the design and construction services are furnished under one contract
- C) Construction Manager at Risk means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to a political subdivision regarding construction during and after the design of the project

10) Construction Contractor Qualifications Requirements – Contracts Exceeding \$300,000

Each solicitation shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code

11) Easement Acquisitions

Notwithstanding anything to the contrary found in existing ordinances and resolutions of the City, the City Council may authorize the City Manager or designee to accept or approve, on behalf of the City, all easement documents, deeds of dedication, contract work orders and utility relocation and right-of-way certifications and agreements

12) Preferences

Section 8.06.003 (E) of the City Code includes provisions for preferences. These preferences must be followed when procuring manufactured goods or commodities as well as when entering into any contract that exceeds \$300,000 involving labor

- A) United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled, or produced in the United States, unless:
 1. The purchase, lease, or contract involves an expenditure of less than \$5,000
 2. Only one component of a particular good or product is manufactured, assembled, or produced in the United States
 3. The specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
 4. Obtaining the specified products manufactured, assembled or produced in the United States would increase the contract cost by more than ten percent (10%)
- B) Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in procuring or letting contracts for articles herein mentioned
- C) When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement

1. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentage, unless such an award is contrary to State or Federal law or regulation, or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:
 - a. \$0 to \$300,000 – No preference
 - b. \$300,000 to \$1,000,000 – 5 percent on the first \$300,000 and adjustment for the amount between \$300,000 and \$1,000,000
 - c. \$1,000,000 and greater – 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000
 - d. No additional adjustments for amounts in excess of \$1,000,000
 2. The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work
- D) Licensed businesses operating from a physical address in six (6) months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

13) Exceptions to Competition Requirements

- A) Sole Source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement; written justification from the manufacturer or service provider is required
- B) Single Source is a commodity or service that is proprietary or standardized by the City; written justification is required
- C) Cooperative Purchases are commodities or services purchased through contracts established by a government procurement entity or cooperative pursuant to RSMo.70.220, or generally accepted governmental procurement practices through the competitive bidding process
- D) Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state, or local law
- E) Public Art to adorn public buildings and property in the City of Independence, an amount equal to 1% of the estimated cost of construction, reconstruction, or remodeling of a Municipal building pursuant to City Resolution Bill No. 17-746

14) Grants and Federal Funding

Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Procurement Policy, City Code, and City Charter where applicable. Purchases made with the assistance of federal funding will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at <https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

The City will adhere to all provisions as a sub-recipient of the state, Federal Regulations §§200.318 General procurement standards through 200.326 Contract provisions. The City will also include verbiage in solicitations that sub-recipients will also be subject to Federal regulation 2 CFR 200.330, and will also be [will be responsible for adherence to applicable Federal program requirements specified in the Federal award](#).

The methods of procurement acceptable under Federal regulation 2 CFR 200.320 are:

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$ 200.67 Micro-purchase). To

the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

Solicitation using federal funding will contain clear and accurate descriptions of the technical requirements of the material, product or service. When not practicable [or economical, a brand name or equivalent can be used to describe the performance or other requirements.](#)

15) Sustainable Purchasing

It is the general policy of the City to support the purchase of products that will minimize negative environmental, health, and social impacts of City operations and support markets for sustainably-produced products. Consideration of the full life cycle cost of a good or service is encouraged. Purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable price.

16) Technology Purchasing

Technology solutions present unique risks that must be managed appropriately to ensure security, quality, and interoperability while managing overall technology spend. The Technology Services Division owns managing risks associated with all City technology and must provide review and approval prior to all technology purchases.

17) Term and Supply Contracts

Generally issued for more than one year, term and supply contracts are established by the Procurement Division through competitive solicitations to eliminate recurring and redundant solicitation and to take advantage of economies of scale

18) Change Orders

- A) Used to delete, substitute, or add items or services and to increase or decrease pricing
- B) All changes must be authorized by the Procurement Manager prior to vendor notification
- C) Change orders that exceed \$50,000 or the amount allowed for change already approved by City Council require additional City Council approval

19) Emergency Purchases

An emergency purchase is made to alleviate a situation in which there is a threat to health, welfare, or safety, where time does not allow time for normal procurement procedures. Some examples are:

- A) The operation of the department would be seriously hampered
- B) The protection or preservation of public property would not be possible by following normal procedures
- C) Normal bidding procedures are not required but the department is encouraged to solicit three quotes when possible
- D) Department directors are responsible for determining an emergency purchase situation

20) Signature Authority

- A) City Manager or designee has the authority to sign contracts
- B) Procurement Manager or designee as delegated by the City Manager
- C) Finance and Administration Director or designee as delegated by the City Manager

21) Right of Protest

- A) The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities, with a dollar value of \$50,000 or less, within five (5) business days of the bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the City's e-solicitation website. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor the e-solicitation website provider shall be responsible for directly notifying bidders of the Notice of Intent to Award
- B) Protests must be received in the office of the Procurement Manager and must contain the following information:
 - 1. Company name, address, phone number and signature of the authorized representative
 - 2. Solicitation number
 - 3. Detailed statement describing the grounds for the protest
 - 4. Supporting evidence or documents to substantiate the claim
- C) The Director of Finance and Administration will review the information provided and he/she or designee will issue a written decision within five (5) business days of receipt of the protest; this decision shall be final

22) Procurement Cards (P-card)

The mandated method of payment for the City. The P-card should be used whenever possible as the first and primary choice for payment of any purchase or invoice, as long as processing fees are not added that may increase the total price of the purchase

23) Vendor Self Service (VSS)

To do business with the City, all vendors must set up an account in the financial system through the VSS portal at URL <https://independencemo.munisselfservice.com>. All purchase orders, contracts, and other supporting documents are filed in the financial system for the vendor so access.

24) Surplus, Scrap, Obsolete Property

Property purchased with City funds that is no longer functional in its current role that requires redistribution, disposal, or scrapping

- A) Non-Fleet Surplus – The Procurement Division will evaluate non-fleet surplus and determine method of disposition

- B) Fleet Surplus – Departments shall work through the Public Works Department to determine changes in fleet assets
 - 1. The Public Works Department will determine the value of fleet surplus for transfer to another department
 - 2. Fleet surplus that is not transferred to another department shall be surrendered to the Procurement Division for disposal
- C) Donation – Surplus may be donated to a not-for-profit, government agency, or utility that makes a written request for specific surplus goods
- D) Trade-in – surplus assets may be traded in on new assets
- E) Service weapons – Retiring Police officers may purchase their service weapon with a letter of recommendation from Police command staff

25) Ethics

The Procurement Division subscribes to the Code of Ethics of the NIGP-The Institute for Public Procurement and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- A) Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization
- B) Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant
- C) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served
- D) Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable
- E) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved
- F) Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions
- G) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts
- H) Resists encroachment on control of personnel in order to preserve integrity as a professional manager
- I) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics
- J) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination
- K) Subscribes to and supports the professional aims and objectives of NIGP-The Institute for Public Procurement

Appendix A – City of Independence Charter

Section 3.35	Division of Purchases: City purchasing agent, powers, and duties.
Section 5.3	Conflict of interests.
Section 8.11	Contracts and expenditures prohibited, when.
Section 11.6	Public improvements to be made by contract or by the City government—awarding contracts

Section 3.35. Division of purchases: City purchasing agent, powers, and duties. There shall be within the department of finance a division of purchases, the head of which shall be the city purchasing agent. The purchasing agent shall have power and shall be required, subject to any regulations which the council may provide, to:

- (1) Establish and enforce specifications for supplies, materials, and equipment to be procured for the city government;
- (2) Contract for, purchase, or issue purchase authorizations for all supplies, materials, equipment, contractual labor, and services and insurance for the departments, offices, and agencies of the city government; provided that, before the purchase of or contract for any supplies, materials, equipment, contractual labor and services, or insurance, ample opportunity for competitive bidding, under such regulations and with such exceptions as the council may provide, shall be given; but the council shall not accept an individual contract or purchase from the requirement of competitive bidding;
- (3) Inspect or supervise the inspection of all supplies, materials, and equipment delivered; and determine or supervise the determination of their quality, quantity, and conformance with specifications;
- (4) Have charge of such general storerooms and warehouses as may be established;
- (5) Transfer to or between departments, offices, and agencies, or sell surplus, obsolete, or unused supplies, materials, and equipment.

Section 5.3. Conflict of interests. Councilmembers, board members, and employees shall not place themselves in a position which may substantially conflict with their official duties or which may be a substantial influence to act other than in the best interests of the public since they owe an undivided loyalty to the public they serve. By way of illustration, and not limitation, the following shall be deemed to constitute conflict of interests:

- (1) No councilmember, board member, or employee shall transact any business in his/her official capacity with any business entity of which he/she is an officer, agent, or member or in which he/she owns a substantial interest; nor shall he/she make any personal investments in any business entity which will create a substantial conflict between his/her private interest and the public interest; nor shall he/she or any business entity of which he/she is an officer, agent, or member, or the owner of substantial interest, sell any goods or services to any business entity which is licensed by or regulated in any manner by the city when such sales shall constitute a substantial conflict.
- (2) No councilmember, board member, or employee shall appear in behalf of private interests before any officer, department, or agency of the city government where such appearance will create a substantial conflict between his/her private interest and the public interest.
- (3) No councilmember, board member, or employee shall enter into any private business transaction with any person or business entity that has a matter pending or to be pending upon which the councilmember, board member, or employee is or will be called upon to render a decision or pass judgment. If any councilmember, board member, or employee is already engaged in the business transaction at the time that a matter arises, he/she shall be disqualified from rendering any decision or passing any judgment upon the same.
- (4) After termination of service or employment, no person who has served as a councilmember, board member, or employee of the city shall, within such time period (whichever is longer) as may be provided by state law or city ordinance, appear before any agency of the city government or receive compensation for services rendered on behalf of any person or business entity, in relation to any case, proceeding, or application with respect to which the person was directly concerned, and in which he/she personally participated during the prior period of service or employment with the city. Notwithstanding, nothing herein contained shall be construed to prohibit any business entity, in which any councilmember, board member, or employee is a member, from appearing, rendering services in relation to any matter before, or transacting business with any agency of the city, where the councilmember, board member, or employee does not share in the profits resulting therefrom.
- (5) Councilmembers, board members, and employees who have a direct or indirect financial or other private interest in any proposed legislation and who participate in discussion before or give official opinion to the council, shall publicly disclose the nature and extent of such interest, and the disclosure shall be entered in the journal of the council.
- (6) No councilmember, board member, or employee in the course of his/her official duties shall represent private interests in any action or proceeding against the interests of the city, in any litigation to which the city is a party, or in any action or proceeding in the municipal court in which the city, any agency, councilmember, board member, or employee of the city in the course of his/her official duties is a complainant.
- (7) No councilmember, board member, or employee of the city shall accept any valuable gift, whether in the form of service, loan, thing, or promise, or in any other form, from any person or business entity, which, to his/her knowledge is interested directly or indirectly, in any manner whatsoever, in business dealings with the city.
- (8) No councilmember, board member, or employee shall disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance the financial or other private interest of himself/herself or others.
- (9) No councilmember, board member, or employee shall invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction which creates a substantial conflict with his/her official duties.
- (10) No councilmember, board member, or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his/her official duties.
- (11) No councilmember, board member, or employee shall solicit, negotiate for, or promise to accept employment with any person or business entity with which he/she is engaged on behalf of the city in the transaction of business or which is or may be affected by his/her official action.
- (12) No person or business entity shall attempt, directly or indirectly, to secure preferential treatment in dealings with the city government by offering any valuable gift, whether in the form of service, loan, thing, or promise, or in any other form, to councilmembers, board members, or employees. If any person or business entity violates the foregoing provision, any current contracts which he/she or it may have with the city shall be cancelled; and such person or business entity shall not be eligible to bid on any city contracts for a period of two (2) years.

(13) No councilmember, nor the city manager, the director of finance, the city purchasing agent, or any other employee or board member whom the council may designate by ordinance or personnel rules, shall sell or barter anything to the city or to a contractor to be supplied to the city; or make any contract with the city; or purchase anything from the city other than those things which the city offers generally to the public (as for example, utility services), and then only on the same terms as are offered to the public. Any violation of this section, with the knowledge, express or implied, of the person or business entity contracting with the city, shall render the contract voidable by the city manager or the council. This paragraph shall not apply to the taking of property by condemnation proceedings.

Section 8.11. Contracts and expenditures prohibited, when. No department, officer, employee, or agency of the city government shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated or authorized and available for that general classification of expenditure. Any contract made in violation of this charter shall be null and void. Any officer or employee of the city who shall violate this section shall be guilty of a misdemeanor, and upon conviction thereof, shall cease to hold the office or employment currently held by said officer or employee, effective at the expiration of the period during which said officer or employee may appeal or, in case of appeal, when the case is finally determined.

Nothing in this section shall prohibit the making of contracts or the spending of money for public improvements to be financed in whole or in part by the issuance of bonds after the issuance of said bonds has been duly authorized, or for public improvements to be financed in whole or in part by special assessments on benefited real property after said improvements have been duly authorized; nor the making of contracts of lease or for services for a period exceeding the fiscal year in which such contract is made, when such contract is not prohibited by applicable law or ordinance.

Section 11.6. Public improvements to be made by contract or by the city government—awarding contracts. Public improvements, regardless of the manner of paying for them, may be made by contract or by the city government itself, as the council may determine. At least in all cases in which the amount of the contract for a public improvement is more than five hundred dollars (\$500) but not more than two thousand five hundred dollars (\$2,500), formal or informal bids shall be taken; and in all cases in which the amount of the contract is more than two thousand five hundred dollars (\$2,500), the city shall advertise for bids therefor in such manner as the council may provide, and formal bids shall be taken. All bids may be rejected repeatedly, and the city may further advertise for bids. The contract may be awarded only to the lowest and best bidder. The council shall award all contracts for public improvements. If part or all of the cost of a public improvement is to be paid to the contractor in special tax bills or other evidences of special assessments, the contract shall specify the amount to be so paid, and the city shall not be liable therefor. At least in every case in which the amount of the contract exceeds two thousand five hundred dollars (\$2,500), the contractor shall provide a bond for the faithful performance of the contract including payment by the contractor for all labor done and materials used in the public improvement; and said bond shall be subject to approval by the council.

Appendix B – City Code of Ordinances

Section 8, Article 6, 001-007, 013-015
City Code, Indep., MO
ARTICLE 6. PURCHASES AND SALES

SEC. 8.06.001. "CONTRACTUAL LABOR AND SERVICES" DEFINED.

"Contractual labor and services," as used in this Article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this Article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

SEC. 8.06.002. PURCHASES - HOW MADE - REQUISITIONS - CERTIFICATION OF FUNDS.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter. Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

SEC. 8.06.003. COMPETITIVE BIDDING.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than One Hundred Thousand Dollars (\$100,000), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three (3) persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three (3) dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced on the Public Notice Board in City Hall and as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by the City Council prior to award.

2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is Fifty Thousand Dollars (\$50,000) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under Fifty Thousand Dollars (\$50,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFP's and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Council prior to award. Council approval is not required for contracts under Fifty Thousand Dollars (\$50,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

C. Public Improvement Projects. Public Improvement projects shall be processed through the Procurement Division using the processes identified in section A1 and A2, and in conformance with procedures set out in chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Council prior to award.

D. Change Orders. For contracts up to Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the original contract amount if in excess of Fifty Thousand Dollars (\$50,000), the City Manager is authorized to issue change orders.

E. Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:

1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than Five Thousand Dollars (\$5,000.00); (b) only one component of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent (10%).

2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

3. When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.

a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

\$0 to \$300,000 – No preference

\$300,000 to \$1,000,000 - 5 percent on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000

\$1,000,000 and greater - 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000

No additional adjustment for amounts in excess of \$1,000,000

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.

F. Contractor Qualifications:

All contractors bidding on construction contracts which exceed \$300,000.00 with the City of Independence shall meet qualification standards prior to acceptance of any contract. The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract. In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor. To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.

3. An ERISA-qualified pension plan or a retirement benefit program

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs. The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

SEC. 8.06.004. WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Five Thousand Dollars (\$5,000).

2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.

3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.

4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo.70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000) it shall be reported to, and approved by, the City Council prior to award.

SEC. 8.06.005. PROHIBITION AGAINST SPLITTING CONTRACTS.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this Article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

SEC. 8.06.006. EMERGENCY PURCHASES.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of

appropriated items in an amount in excess of Fifty Thousand Dollars (\$50,000) made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

SEC. 8.06.007. TRANSFER AND SALE OF CITY PROPERTY.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

SEC. 8.06.013. AFFIDAVITS TO BE FILED.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

SEC. 8.06.014. PENALTY FOR FALSE AFFIDAVIT, ETC.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and any contract or agreement made or entered into in violation of this Article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

SEC. 8.06.015. OCCUPATION LICENSE CHECKED.

A. The Procurement Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award, and does not appear to be licensed.

B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

Section 20, Article 17

City Code, Indep, MO

ARTICLE 17. BIDS ON PUBLIC WORKS PROJECTS

SEC. 20.17.001. ADVERTISEMENT AND NOTIFICATION

A. The Invitation to Bid will be published on the City's website.

B. The Invitation to Bid will be submitted to a public works publication house in the metro area and the full set of specifications and plans will be made available to them if they have a means of displaying for the use of prospective contractors. Bidders will pay to the public works publication house any fee established for providing the Invitation to Bid, Plans, and Specifications.

C. The Invitation to Bid notice will be sent by electronic mail to all contractors known to have an interest in a project of this type.

D. The City will adhere to all superseding federal, state, and local laws, ordinances, and other requirements regarding advertisement and notification, where applicable.

SEC. 20.17.002. PREFERENCES.

Each Invitation to Bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

SEC. 20.17.003. WHERE BIDS TO BE DEPOSITED.

Bidders will be required to submit their sealed bids on a public improvements project to the Procurement Manager at the time and under the conditions prescribed in the Invitation to Bid.

SEC. 20.17.004. BID OPENING PROCEDURE.

Bids shall be opened at the prescribed time and location as specified in the Invitation to Bid and said bid opening shall be open to the public. All bids shall be read aloud and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request. All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

SEC. 20.17.005. DEBARMENT OR SUSPENSION.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public works for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-062 **2R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by reducing the Museum Fundraising account in the Tourism Fund by \$150,000. **2R**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:**

Expenditures are reduced by the following amount in the following General Fund account:
6062-5226 National Frontier Trails Museum Fundraising: (\$150,000)

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Budget Amendment 1 FY 24-25

BILL NO. _____

ORDINANCE NO. 24-062

AMENDING THE FISCAL YEAR 2024-25 SUBMITTED BUDGET BY REDUCING THE MUSEUM FUNDRAISING ACCOUNT IN THE TOURISM FUND BY \$150,000. *(Requested by Mayor Rory Rowland)*

WHEREAS, on June 3rd, 2024 the Independence, Missouri City Council did have First Reading of Ordinance 24-041; and,

WHEREAS, Ordinance 24-041 seeks adoption of the Annual Operating and Capital Budgets of the City of Independence, Missouri for the Fiscal Year July 1, 2024 through June 30, 2025; and,

WHEREAS, the Tourism and Museum Master Plan recommended construction of a new cultural center and National Frontier Trails Museum, estimated at a cost of \$125 million to \$150 million; and,

WHEREAS, the Submitted Budget recommended \$150,000 be appropriated to hire a fundraising firm to secure public and private funding sources to support the development and operation of a new National Frontier Trails Museum; and,

WHEREAS, it is believed that this action is premature and that additional actions are needed, including the development of a feasibility study for this facility; and

WHEREAS, the City Council remains committed to the development of a new, permanent National Frontier Trails Museum but wishes to take a thoughtful approach that will yield the highest chance of success in the long-run;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That expenditures are reduced by the following amount in the following General Fund account:

6062-5226 National Frontier Trails Museum Fundraising: (\$150,000)

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-063 **2R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by increasing the Communications Department account in the General Fund by \$130,000. **2R**

Recommendations:

Staff recommends approval of this item.

Background:**Emergency Justification:****Fiscal Impact:**

Expenditures are increased by the following amount in the following General Fund account:

4022-5100 Salaries – Regular Employees: (\$95,000)

4022-5110 FICA (\$5,000)

4022-5111 LAGERS (\$20,000)

4022-5112 Health Insurance (\$10,000)

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Meagan Borth

Jeremy Cover

Meagan Borth

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Budget Amendment Ordinance for PIO

BILL NO. _____

ORDINANCE NO. 24-063

AMENDING THE FISCAL YEAR 2024-25 SUBMITTED BUDGET BY INCREASING THE COMMUNICATIONS DEPARTMENT ACCOUNT IN THE GENERAL FUND BY \$130,000.

WHEREAS, on June 3rd, 2024 the Independence, Missouri City Council did have First Reading of Ordinance 24-041; and,

WHEREAS, Ordinance 24-041 seeks adoption of the Annual Operating and Capital Budgets of the City of Independence, Missouri for the Fiscal Year July 1, 2024 through June 30, 2025; and,

WHEREAS, the City Manager placed all departments on a hiring freeze to better assess and project the financial standing of all funds prior to the budgeting process beginning; and,

WHEREAS, any open or vacant positions within the organization were not budgeted to be filled for Fiscal Year 2024-25 unless requested by the department head and approved by the City Manager; and,

WHEREAS, the Communications Department did not have a department head or designee to submit the request and ensure the position was budgeted for during the budgeting process; and,

WHEREAS, it is believed that the Submitted Budget was intended to recommend \$130,000 be appropriated to hire and fund a Public Information Officer to support and direct the Communications Department; and,

WHEREAS, this Public Information Officer position was filled during the conclusion of the budget process and therefore should be accounted for in the budget and position control; and

WHEREAS, the City Council remains committed to efficient and effective communication, including public, internal and media relations, public information, marketing, and crisis management, which necessitates a Public Information Officer and a funded Communications Department;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That expenditures are increased by the following amount in the following General Fund account:

4022-5100 Salaries – Regular Employees: (\$95,000)
4022-5110 FICA (\$5,000)
4022-5111 LAGERS (\$20,000)
4022-5112 Health Insurance (\$10,000)

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-064 **1R** An ordinance approving a rezoning from district C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) and a preliminary development plan for the properties located at 300 and 315 W. Maple Avenue. **1R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 24-125-04, the rezoning and PUD of the properties at 300 and 315 W. Maple Avenue, with the following conditions:

1. The permissible uses for this property includes all C-2 uses permitted by right, plus limited manufacturing, wholesaling, and warehousing as defined in Article 2 of the Unified Development Ordinance.
2. The existing free-standing sign at 315 W. Maple Avenue shall be removed or reused.

A second to the motion was made by Commissioner Wiley. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner McClain – Abstain
Commissioner Nesbitt – Yes
Commissioner O’Neil – Yes
Commissioner Torres – Yes
Commissioner Wiley – Yes

The motion was approved, and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

A request by Calvin Hays, Polly’s Pop, LLC, to rezone the property at 300 and 315 W. Maple Avenue from C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) to accommodate and facilitate the growth of Polly’s Pop’s business.

PROPERTY HISTORY:

Both properties were originally platted by the original Town of Independence Plat in 1827. The property north of Maple Avenue was replatted in 1909 to create the alleyway that lies to the north of the building. Like the majority of properties in and around the Independence Square, these properties have been used for commercial purposes for the majority, if not the entirety,

of their existence. As such, the property was zoned C-2 (General Commercial) in 1965 when the City of Independence introduced zoning. The properties have remained C-2 since the original adoption of zoning. The buildings on the properties have had various uses over the years. The property south of Maple Avenue (315 W. Maple) had at one point been a hardware store, but now has been vacant for many years. In 2016, the property north of Maple (300 W. Maple) was selected to be the location of the resurrected Polly's Pop manufacturing facility. As the regional demand for Polly's Pop has grown, so too has the scope of manufacturing and warehousing for this property.

The second story of the building at 300 W. Maple has been and is currently being utilized as apartment spaces. Residential uses on the second floor (or higher) are allowed for commercially zoned properties.

PHYSICAL CHARACTERISTICS OF PROPERTY:

Both properties have the typical appearance of a downtown commercial building. The property on the north side of Maple Avenue is comprised of three buildings. The western most building has the Polly's Pop storefront with the brand logo on the sign. The other two buildings on the property are both two-story buildings comprised of different shades of brick. Currently, they both appear vacant with plywood in the windows.

The property at 315 W. Maple, the proposed warehouse space, is currently vacant. It also has large windows on the façade of the property that are covered to conceal the interior of the building. A worn-out sign that reads "True Value Hardware" sits on the building's east façade. A freestanding sign with no message abuts Maple Street. The building is a single story from the entrance along Maple Avenue. However, on the south side of the building, along Lexington Avenue, the building is two-stories. The south façade has a different appearance and design than the north façade of the structure. The brick appears to be a darker shade and the doorway is surrounded by stone.

CHARACTERISTICS OF THE AREA:

The other buildings in the area are of a similar aesthetic and design. They appear to be typical of downtown settings. To the south and east of the subject properties lies a large parking that accommodates the United States Post Office building on Lexington Avenue.

PROPOSAL:

Since the reintroduction of Polly's Pop in 2016, the business has been rather successful. The various flavors of Polly's Pop are now widely available at restaurants and retailers throughout the region. Polly's Pop has had to increase the scope of their production to meet the demand for their products. As they've grown their business, the scale of manufacturing has exceeded what is allowed in C-2 (General Commercial) districts. Polly's Pop is looking to further expand its operations by adding four additional diet soda flavors to their roster, in addition to two new product lines: Pioneer Springs Water and a barbecue sauce called Polly-Q. The proposed Planned Unit Development for these properties will allow limited manufacturing, as defined in Article 2 of the Unified Development Ordinance. This will allow Polly's Pop to continue manufacturing their products at the current location.

Naturally, as Polly's Pop expands its manufacturing capacity, the need for additional warehouse space grows as well. Ken McClain, the owner of Polly's Pop, owns the property at 315 W. Maple Avenue across the street from the current Polly's Pop location. They would like to utilize this property to expand their existing warehouse space. This building would be used to store pre-production materials, in addition to final products waiting to be shipped. Similar to manufacturing, warehousing is not a permitted use in C-2 districts. Rather than attempting to rezone the property to I-1 (Industrial), which would open the property to more intensive uses, the applicant seeks to allow for warehousing and wholesaling as part of the Planned Unit Development. This would allow Polly's Pop to continue to use part of their existing facility for warehouse space and to expand their warehouse to the property at 315 W. Maple Avenue.

The second floor of the building at 300 W. Maple Avenue is currently being used as apartment space. This is allowable in C-2 districts under the definition of "Mixed Use." This type is mixed commercial and residential use is not allowed in Industrial districts. If the property were to be rezoned to an Industrial zoning to accommodate the manufacturing and warehouse use, the ability to use the second floor for residential purposes would be lost, which is counter to the intention of the Comprehensive Plan. By adding a PUD to the existing C-2 zoning, the ability to use the second floor for residential purposes will be retained.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

An initiative of the strategic plan is to improve the visual appearance and reduce blight of the City's commercial corridors. By allowing for the expanded use of these properties, a previously vacant building will be utilized for the first time in many years. This will improve the visual appearance and reduce the blight of the area.

Comprehensive Plan Guiding Land Use Principles:

The City Comprehensive Plan recommends Mixed-Use land uses for this site. By designating this property as C-2/PUD, as opposed to rezoning to an Industrial designation, the vision of the comprehensive plan is preserved. This would allow for the continued residential uses in the upper floors of the property and keep any future use of the property compatible with mixed-used neighborhoods.

Historic and Archeological Sites:

There are no apparent historical or archaeological sites located on these properties.

Public Utilities:

All utilities are present on the property.

CIP Investments:

Currently, there are no CIP investments in this area.

REVIEW CRITERIA:

Recommendations and decisions for the proposed planned unit development rezoning and its associated preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. The consistency with the Comprehensive Plan. The City Comprehensive Plan recommends Mixed-Use land uses for this site.

2. The consistency with the PUD standards of Section 14-902, including the statement of purpose. Section 14-902 allows design and permitted use flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in keeping with that concept as it allows for a flexibility of uses in a lower zoning district.

3. The nature and extent of Common Open Space in the PUD. There is no common space being provided with this commercial project.

4. The reliability of the proposals for maintenance and conservation of Common Open Space. No common space is being provided.

5. The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan. Not applicable, this is a proposed commercial project.

6. The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment. Public services in the area are adequate to serve this project, which isn't expected to be a significant user of utilities, except for perhaps water. This proposed project will not adversely affect the street network in the vicinity more than many other commercial uses. In our staff review of the application, the City's traffic engineer did not see any issues with forklifts crossing the street as described by the applicant.

7. The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area. The proposed use of these properties will not have an adverse effect on the adjacent properties.

8. Whether potential adverse impacts have been mitigated to the maximum practical extent. Mitigation efforts have been planned by the property owner to reduce impacts to the area. These efforts include improving the appearance of the property from its existing state.

9. Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations. With the use of a PUD designation, it's possible to restrict the permissible uses on the property to those of a lower zoning district with the exception of the applicant's proposed use. This will provide some assurance that future use of the site will not be used for some objectionable use permitted in a higher zoning, such as C-3 (Service Commercial) or I-1 (Industrial).

10. The sufficiency of the terms and conditions proposed to protect the interest of the public

and the residents of the PUD in the case of a plan that proposes development over a period of years. As this is a relatively small project, it will be developed in a single phase.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-125-04
2. Staff Report 24-125-04
3. Cover Letter
4. Application
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Aerial Photograph and Pictures
10. Comp Plan Map
11. Zoning Map
12. Planning Commission Meeting Minutes 6-11-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO C-2/PUD (GENERAL COMMERCIAL/PLANNED UNIT DEVELOPMENT) AND A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTIES LOCATED AT 300 AND 315 W. MAPLE AVENUE.

WHEREAS, the application submitted by Calvin Hays, General Manager of Polly’s Pop, LLC, requesting approval of a rezoning from District C-2 (General Commercial) to C-2/PUD (General Commercial Planned Unit Development) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on June 11, 2024, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of six (6) affirmative votes, zero (0) negative votes, and one (1) member choosing to abstain from voting; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning and preliminary development plan for the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Section 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described tracts of real estate is hereby rezoned from District C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) shall be subject to the regulations of said district:

Tract 1: Paxton and Rose’s; Lots 1, 2, 3, and 4

Tract 2: Independence Old Town; The West 50 feet of the East 67.5 feet of Lot 45

SECTION 2. That the Preliminary Development Plan, is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

- 1) The permissible uses for this property includes all C-2 uses permitted by right, plus limited manufacturing, wholesaling, and warehousing as defined in Article 2 of the Unified Development Ordinance.
- 2) The existing free-standing sign at 315 W. Maple Avenue shall be removed or reused.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before the City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: June 11, 2024

STAFF: Joshua Garrett, Planner

PROJECT NAME: Polly's Pop Warehouse Expansion

CASE NUMBERS/REQUEST: **Case 24-125-04 – Rezoning/PUD – 300, 306 & 315 W. Maple Ave** – A request by Polly's Pop to rezone the property from C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) and approving a preliminary development plan.

APPLICANT: Calvin Hays, Polly's Pop General Manager

OWNER: Ken McClain, MCProperties, LLC

PROPERTIES ADDRESSES: 300 & 315 W. Maple Avenue, Independence, MO 64050

SURROUNDING ZONING/LAND USE:

N/E/S/W: C-2 (General Commercial) / Various Commercial Land Use / Mixed Use

PUBLIC NOTICE:

- Revised letters to adjoining property owners – May 23, 2024
- Public notice published in the Independence Examiner – May 21, 2024
- Signs posted on property – May 24, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 15, 2024 and the public hearing/second reading on August 5, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request and the preliminary development plan with the following conditions:

1. The permissible uses for this property includes all C-2 uses permitted by right, plus limited manufacturing, wholesaling, and warehousing as defined in Article 2 of the Unified Development Ordinance.
2. The existing free-standing sign at 315 W. Maple Avenue shall be removed or reused.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Calvin Hays, Polly's Pop, LLC, to rezone the property at 300 and 315 W. Maple Avenue from C-2 (General Commercial) to C-2/PUD (General

Commercial/Planned Unit Development) to accommodate and facilitate the growth of Polly’s Pop’s business.

Current Zoning:	C-2 (General Commercial)	Proposed Zoning:	C-2/PUD
Proposed Use:	Limited Manufacturing and Warehousing / Residential Apartments	Total Acreage:	0.43 Acres

PROPERTY HISTORY:

Both properties were originally platted by the original Town of Independence Plat in 1827. The property north of Maple Avenue was replatted in 1909 to create the alleyway that lies to the north of the building. Like the majority of properties in and around the Independence Square, these properties have been used for commercial purposes for the majority, if not the entirety, of their existence. As such, the property was zoned C-2 (General Commercial) in 1965 when the City of Independence introduced zoning. The properties have remained C-2 since the original adoption of zoning. The buildings on the properties have had various uses over the years. The property south of Maple Avenue (315 W. Maple) had at one point been a hardware store, but now has been vacant for many years. In 2016, the property north of Maple (300 W. Maple) was selected to be the location of the resurrected Polly’s Pop manufacturing facility. As the regional demand for Polly’s Pop has grown, so too has the scope of manufacturing and warehousing grown for this property.

The second story of the building at 300 W. Maple is has been and is currently being utilized as apartment spaces. Residential uses on the second floor (or higher) are allowed for commercially zoned properties.

PHYSICAL CHARACTERISTICS OF PROPERTY

Both properties have the typical appearance of a downtown commercial building. The property on the north side of Maple Avenue is comprised of three buildings. The western most building has the Polly’s Pop storefront with the brand logo on the sign. The other two buildings on the property are both two story buildings comprised of different shades of brick. Currently, they both appear vacant with plywood in the windows.

The property at 315 W. Maple, the proposed warehouse space, is currently vacant. It also has large windows on the façade of the property that are covered to conceal the interior of the building. A worn-out sign that reads “True Value Hardware” sits on the building’s east façade. A freestanding sign with no message abuts Maple Avenue. The building is a single story from the entrance along Maple Avenue. However, on the south side of the building, along Lexington Avenue, the building is two stories. The south façade has a different appearance and design than the north façade of the structure. The brick appears to be a darker shade and the doorway is surrounded by stone.

CHARACTERISTICS OF THE AREA

The other buildings in the area are of a similar aesthetic and design. They appear to be typical of downtown settings. To the south and east of the subject properties lies a large parking that accommodates the United States Post Office building on Lexington Avenue.

PROPOSAL:

Since the reintroduction of Polly's Pop in 2016, the business has been successful. The various flavors of Polly's Pop are now widely available at restaurants and retailers throughout the region. Polly's Pop has had to increase the scope of their production to meet the demand for their products. As they've grown their business, the scale of manufacturing has exceeded what is allowed in C-2 (General Commercial) districts. Polly's Pop is looking to further expand its operations by adding four additional diet soda flavors to their roster, in addition to two new product lines: Pioneer Springs Water and a barbecue sauce called Polly-Q. The proposed Planned Unit Development for these properties will allow limited manufacturing, as defined in Article 2 of the Unified Development Ordinance. This will allow Polly's Pop to continue manufacturing their products at the current location.

Naturally, as Polly's Pop expands its manufacturing capacity, the need for additional warehouse space grows as well. Ken McClain, the owner of Polly's Pop, owns the property at 315 W. Maple Avenue across the street from the current Polly's Pop location. They would like to utilize this property to expand their existing warehouse space. This building would be used to store pre-production materials, in addition to final products waiting to be shipped. Similar to manufacturing, warehousing is not a permitted use in C-2 districts. Rather than attempting to rezone the property to I-1 (Industrial), which would open the property to more intensive uses, the applicant seeks to allow for warehousing and wholesaling as part of the Planned Unit Development. This would allow Polly's Pop to continue to use part of their existing facility for warehouse space and to expand their warehouse to the property at 315 W. Maple Avenue.

The second floor of the building at 300 W. Maple Avenue is currently being used as apartment space. This is allowable in C-2 districts under the definition of "Mixed Use." This type is mixed commercial and residential use is not allowed in Industrial districts. If the property were to be rezoned to an Industrial zoning to accommodate the manufacturing and warehouse use, the ability to use the second floor for residential purposes would be lost, which is counter to the intention of the Comprehensive Plan. By adding a PUD to the existing C-2 zoning, the ability to use the second floor for residential purposes will be retained.

ANALYSIS

The Proposal's Consistency with *Independence for All*, Strategic Plan:

An initiative of the strategic plan is to improve the visual appearance and reduce blight of the City's commercial corridors. By allowing for the expanded use of these properties, a previously vacant building will be utilized for the first time in many years. This will improve the visual appearance of the area.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

The City Comprehensive Plan recommends Mixed-Use land uses for this site. By designating this property as C-2/PUD, as opposed to rezoning to an Industrial designation, the vision of the comprehensive plan is preserved. This would allow for the continued residential uses in the upper floors of the property and keep any future use of the property compatible with mixed-used neighborhoods.

Historic and Archeological Sites:

There are no apparent historic issues with this property.

Public Utilities:

As this is a long-established neighborhood, all utility services are existing.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its associated preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. **The consistency with the Comprehensive Plan.**
The City Comprehensive Plan recommends Mixed-Use land uses for this site.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
Section 14-902 allows design and permitted use flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in keeping with that concept as it allows for a flexibility of uses in a lower zoning district.
3. **The nature and extent of Common Open Space in the PUD.**
There is no common space being provided with this commercial project.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
No common space is being provided.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
Not applicable, this is a proposed commercial project.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
Public services in the area are adequate to serve this project which isn't expected to a significant user of utilities, except for perhaps water. This proposed project will not adversely affect the street network in the vicinity more than many other commercial uses. In our staff review of the application, the City's traffic engineer did not see any issues with forklifts crossing the street as described by the applicant.
7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
The proposed use of these properties will not have an adverse effect on the adjacent properties.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
Mitigation efforts have been planned by the property owner to reduce impacts to the area. These efforts include improve the appearance of the property from its existing state.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

With the use of a PUD designation, it's possible to restrict the permissible uses on the property to those of a lower zoning district with the exception of the applicant's proposed use. This will provide some assurance that future use of the site will not be used for some objectionable use permitted in a higher zoning, such as C-3 (Service Commercial) or I-1 (Industrial).

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

As this is a relatively small project, it will be developed in a single phase.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Mailing list
5. Notification Are Map
6. Mailing affidavit
7. Aerial photo
8. Aerial Photos and Pictures
9. Comprehensive plan map
10. Zoning map

Polly's Pop PUD Rezoning Application Cover Letter

Contact: Calvin Hays

Position: General Manager

Email: GM.PollysPop@gmail.com

Phone: 816-216-8065

Polly's Pop was a staple of Independence, MO, from 1923-1967. Ken and Cindy McClain reopened in 2016, making it a household name again. Now, it is sold in most major grocery outlets, as well as many businesses including restaurants and retails all over the Kansas City Metro area.

Our current location, 306 W Maple Avenue, is located right off of the Independence Square. There, we have served the community since 2016. We offer walk-in tours, engage in community involvement, and provide countless donations to local businesses and school districts. Last summer, ISA started Popfest in our honor. In return, the community has embraced the resurgence of Polly's Pop, which has forced us to increase production, additionally expanding our line of diets, and bringing on new lines of Water and BBQ Sauce.

The never-ending support from the community has allowed Polly's Pop to expand. This July, Polly's Pop is coming out with not only 4 more diet flavors, but 2 brand new product lines. The first line is Pioneer Spring Water. Independence water supply is ranked top 5 in the nation, and we are on a mission to make the Independence water supply available across the nation with Pioneer Spring Water.

The second is Polly-Q BBQ Sauce. Made with Polly's Pop flavors such as Pineapple, Peach, and even Root Beer, Polly-Q will add a unique sauce option to the "BBQ Capital" of the United States.

The most pressing issue we face at this time is a lack in warehouse space. This proposal aims to get the correct PUD Zoning changes to make this expansion possible. Ken McClain, owner of Polly's Pop among many other square businesses, owns the building directly across the street from Polly's Pop, 315 W Maple Ave. We seek the right to use this building as an expansion of our warehousing facility to help with the storage of pre-production materials used in the manufacturing process of these new products, as well as the storage of final products post-production.

Given that this building will only be used for warehousing, there will be no employee stationed in that building throughout the day. The close distance from the current facility allows all employees to be stationed in 306 W Maple Ave, only going across the street to transport product an estimated 3 times per week, according to our production schedule.

This warehouse is ideal for Polly's Pop, as it is in close proximity to our production facility. There is a clear passageway for the forklift to travel next to our office building on the paved pathway ended by a decline ramp, across the street safely with a forklift spotter, and directly into the new warehouse. This pathway does not conflict with any of the parking spots of the office building, and has ample room to stop until the spotter gives the "all clear" that no cars are coming. This section of Maple Avenue is a one-way road, from West to East, with the low speed limit of 20MPH, making it easy to spot and navigate safely. As mentioned above, the forklift will need to travel to and from the new warehouse only 3 times a week; Tuesday, Wednesday, and Thursday, as those are the days production is in process and product will be transported.

The layout of the inside will be simple and neat. Along the left wall, there is space for 16 rows of pallets, 4 pallets per row extruding away from the wall. Those 16 will be made up of our 12 current flavors of Polly's Pop, as well as our 4 new diets. The right wall will consist of the same pallet organization structure for original, sparkling, and 3 flavors of Pioneer Spring Water. In addition, the right side will also store the 3 flavors of Polly-Q Sauce. The remaining space will be reserved for overflow inventory, as well as 2 boxes of each 4-pack carrying case design.

Not only is this new warehouse space ideal for Polly's Pop expansion, it also has the opportunity to be very beneficial to the Independence Square District. Currently, the building is unoccupied with no signage or visual appeal, and has remained in this condition for over 5 years. We plan to change that by adding the wording of "Independence Bottling Company", the new branding over Polly's Pop, Pioneer Spring Water, and Polly-Q Sauce. In addition to the wording on the building, the empty sign on the left of the lot will be removed. Lastly, we plan to decorate the inside-window display on our current warehouse with Pioneer Spring Water branding. Currently, there is a plywood backing with no visual appeal. Once we start producing Pioneer Spring Water, that window display will portray an aesthetic branding display that adds to the classic look of the Independence Square.

The timeline of this project is relatively short, as most of the cleaning of the inside of the building has been completed in preparation. The building will be ready to house product, which we plan to move over immediately following approval. As for the outside, Signage will be completed in 6-7 weeks of PUD Rezoning approval, as quoted by 2 local signage companies.

With the passing of this Rezoning PUD, the new renovations will add aesthetic value to the Independence Square District, changing an unoccupied building into a well-developed building-front, as well as allowing for the expansion of Independence Bottling Co. enabling new unique products to hit the local market for the community to enjoy.

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☒ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☒ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Polly's Pop Warehouse Expansion

Project Name

315 W. Maple Ave. Independence, MO. 64050

Project Address/Location

6500

Sq. Ft. of Building

.19

Acreage

1

Number of Lots/Tracts

Steam Buffer (Yes or No)

C2

Existing Zoning

C2 PUD

Proposed Zoning

Empty Building

Existing Land Use

warehouse/fix up outside

Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form	☒ One 24" x 36" set of plans for Land Sub. & Site Dev.
☒ Application Fee	☒ One PDF copy of a plat map or site plan
☒ Cover Letter Describing Details of Project	☒ Legal Description of the property in question

Contact Information

Applicant

Calvin Hays Polly's Pop

Name

Company

306 W Maple Ave. Indip. MO.

Address

(816) 216-8665

Phone

Gm.PollysPop@gmail.com

Email

Architect/Engineer/Surveyor/Other: _____

Owner

Ihen McClain Polly's Pop

Name

Company

306 W. Maple Ave Indip. MO.

Address

(816) 836-5050

Phone

ihbm@hfmlegal.com

Email

Architect/Engineer/Surveyor/Other: _____

Name

Company

Address

Phone

Email

Name

Company

Address

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

[Signature]

Applicant's Signature

April 25, 2024

Date

[Signature]

Owner's Signature

April 25, 2024

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 5-7-2024

Case No. 24-125-04

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☒ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Rezoning 300, 306, & 315 W. Maple Ave to allow
for limited manufacturing and warehousing.

Applicant: Calvin Hays and Ken McClain

Location of Property: 300, 306, & 315 W. Maple Ave

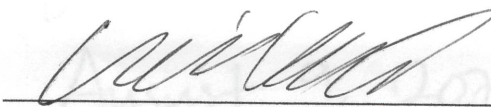
Planning Commission Meeting Date: June 11th, 2024, at 6:00 p.m.

City Council Meeting Date: August 5th, 2024, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.


Applicant (or Owner/Agent)

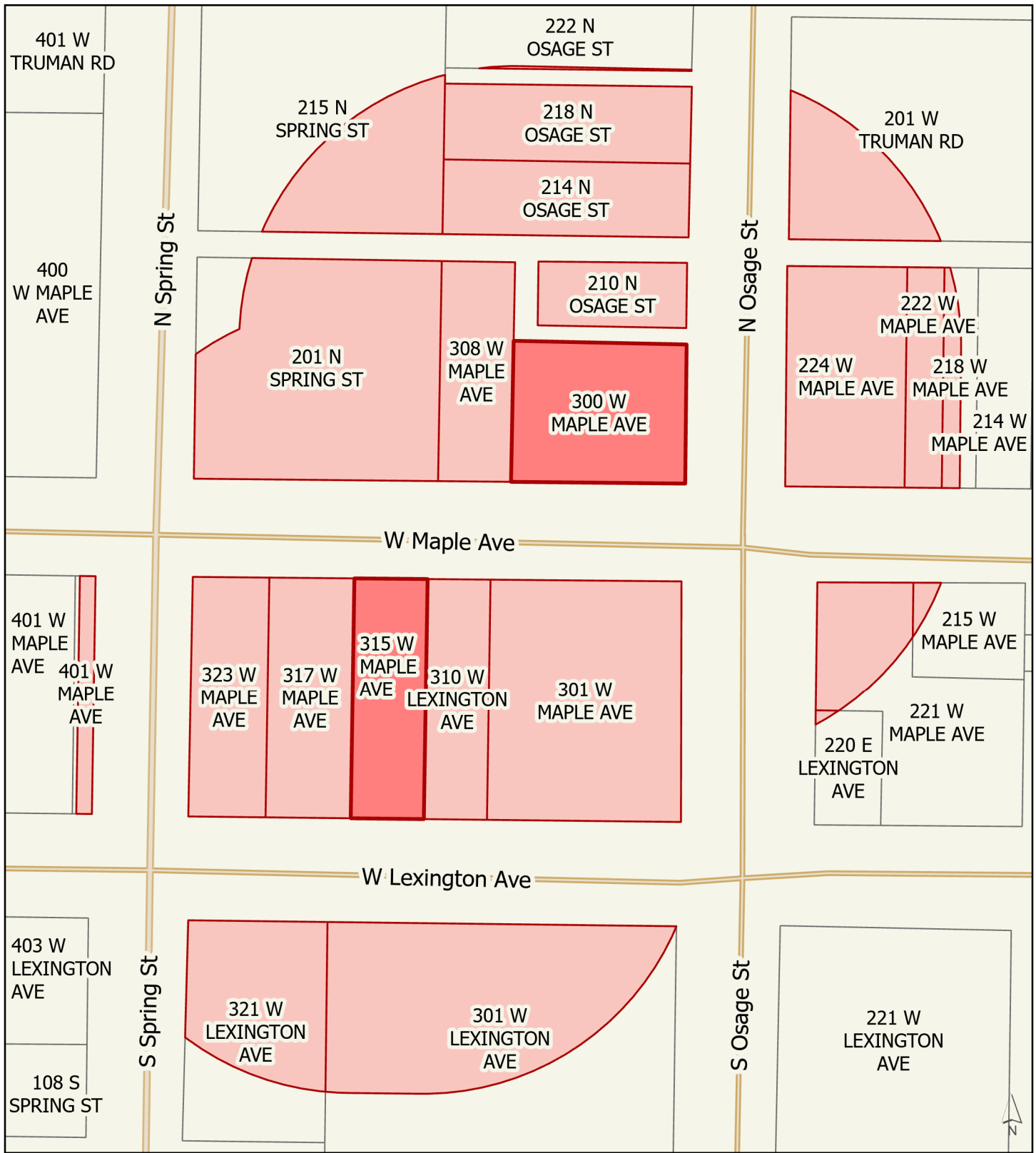
For more information, contact the Community Development Department at 816-325-7421.

Owner	Address	City	State	Zip Code
DIBLER DENNIS E & SANDRA L	P O BOX 743	GRANDVIEW	MO	64030
HUFFMAN MICHAEL & KATHLEEN	222 W MAPLE ST	INDEPENDENCE	MO	64050
JACKSON COUNTY MISSOURI DOR BLDG SERVS	415 E 12TH	KANSAS CITY	MO	64106
JJJM LAW PROPERTIES LLC	1124 MAIN SQ STE 204	BLUE SPRINGS	MO	64015
MAPLE STATION LLC	9 SE 3RD ST 212	LEES SUMMIT	MO	64063
MCCLAIN KEN & PIERCE DANIEL & CHELSEA	511 N DELAWARE ST	INDEPENDENCE	MO	64050
SCHULTZ JAMES G & CARYL A	13000 E 38TH TER S	INDEPENDENCE	MO	64055
SERAPHIC ENTERPRISES LLC	9 SE 3RD ST	LEES SUMMIT	MO	64063
SOUTHWESTERN BELL TELEPHONE	1010 PINE ST ROOM 9E-L-01	ST. LOUIS	MO	63101
TRADE SERVICES GROUP INTERNATIONAL LLC	1232 W 65TH ST	KANSAS CITY	MO	64113
UNITED STATES OF AMERICA	5700 BROADMOOR, RM 920	MISSION	KS	66202
WEBER RIVKA T-TRUSTEE	10122 HEMLOCK DR	INDEPENDENCE	MO	66212

Notification Area

24-125-04

300, 306, & 315 W. Maple Avenue, Independence, MO 64050



-  Subject Property
-  185 ft Buffer Area

0 25 50 100 Feet

Prepared by Joshua Garrett, Community Development
Date: 5/7/2024

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-125-04

I, Calvin Hays, of lawful age being first duly sworn upon oath, state:

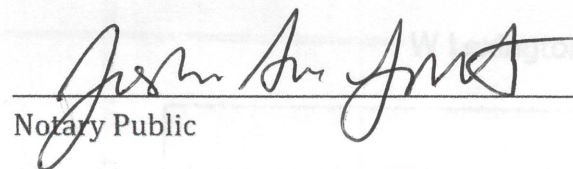
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 23 day of May, 2024.

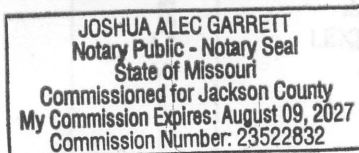


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23 day of May, 2024.


Notary Public

August 9, 2027
Commission Expiration Date



Subject Property

185 ft Buffer Area



KEY

1. Current Production Facility
 2. Current Warehouse
 3. Proposed Warehouse Extension
 4. CRM/MRG Accounting Offices (Siegfried Building)
-  Forklift Route



In the above image: A large “Independence Bottling Co.” lettering sign will be placed on the front of the building, as shown. In addition, the sign to the left of the property will be removed completely.



In the above image: The Blue in the windows represents a new Pioneer Spring Water display to show through the windows. Currently, there is no design, only a brown plywood backing.

Legend

Addresses

Major Roads

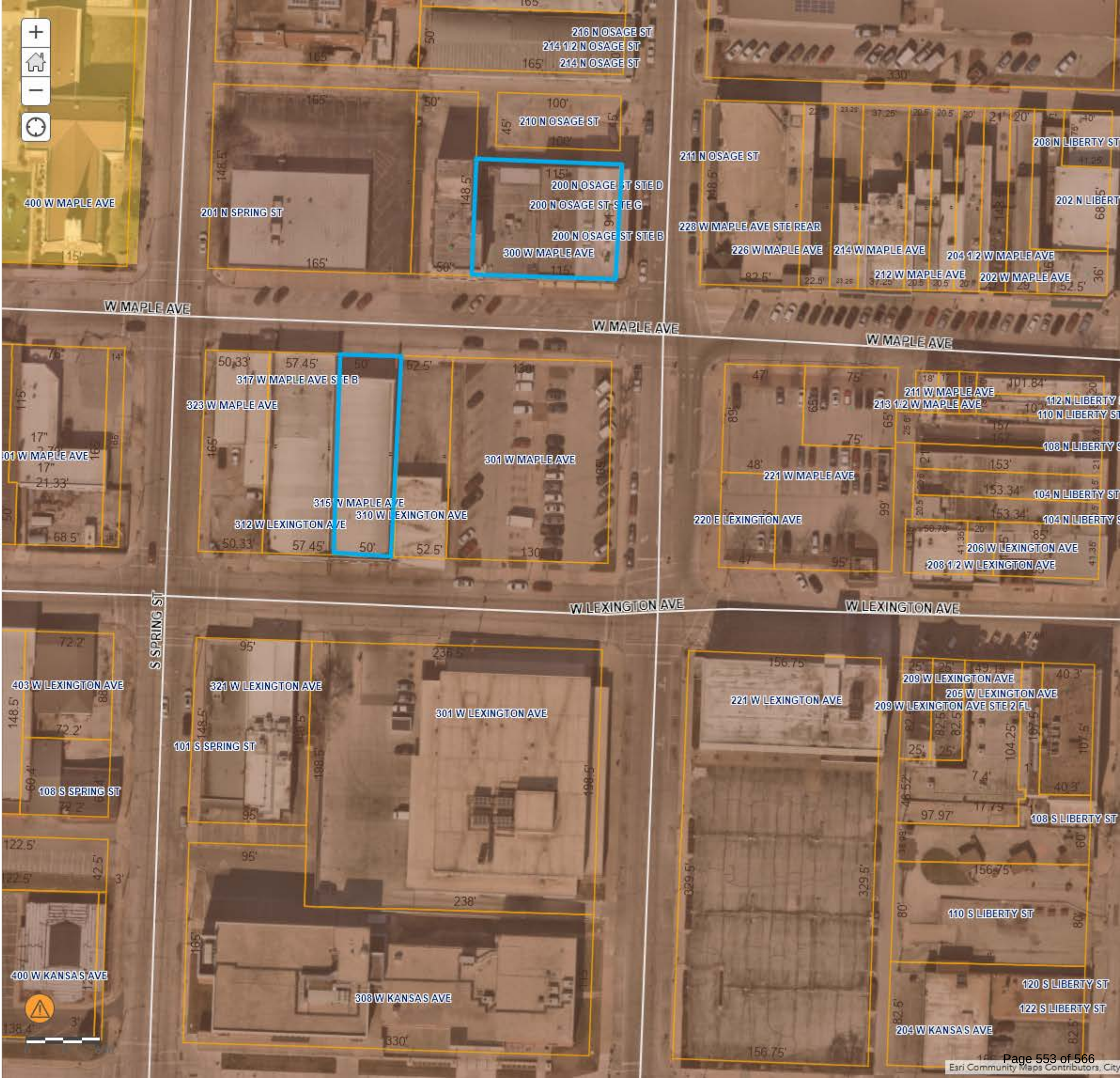
Road Centerline

Parcels

Municipal Boundaries

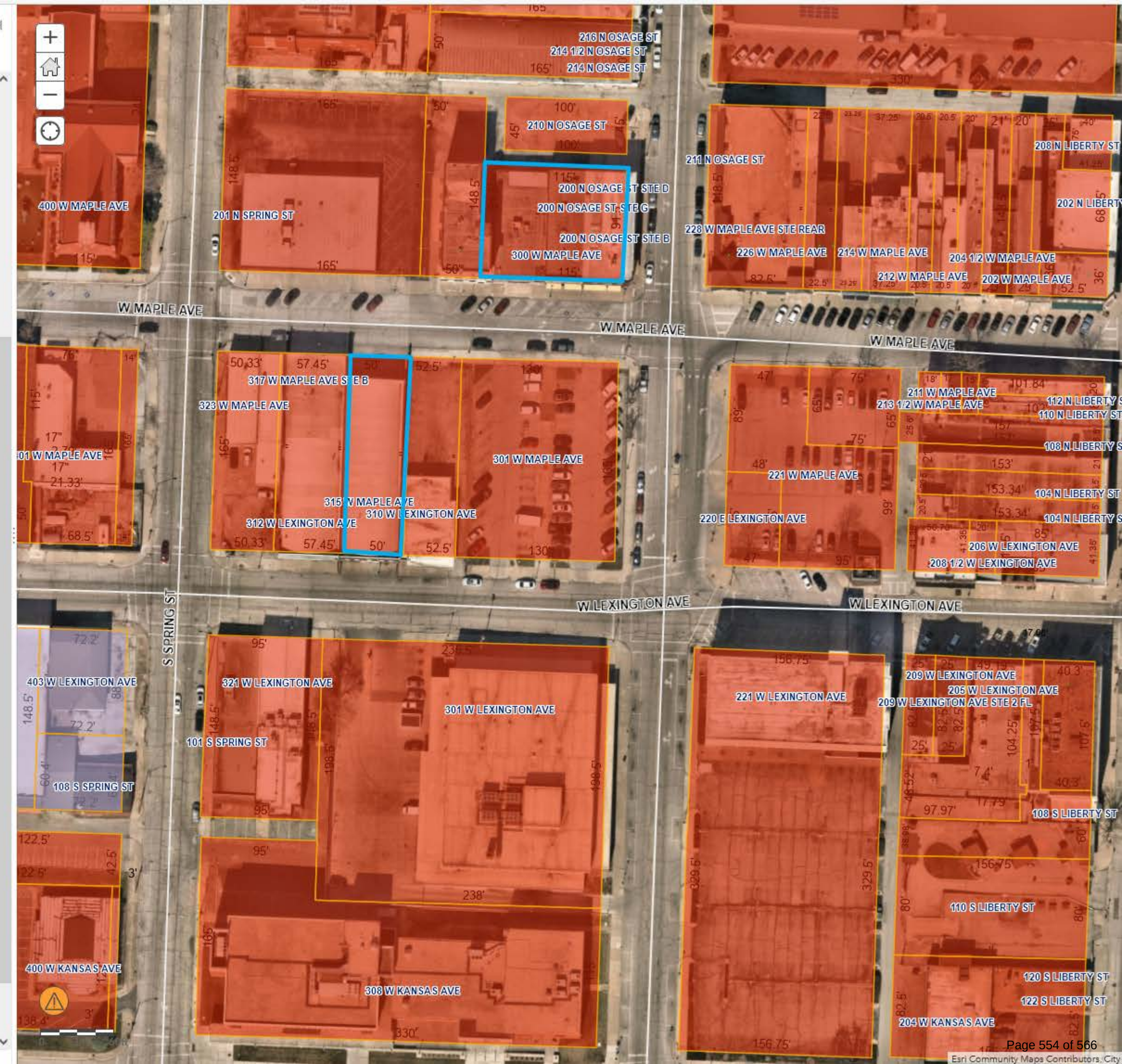
Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural



Legend
Zoning District

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL
- R-12/PUD
- R-18/PUD
- R-2
- R-2/PUD
- R-30/PUD
- R-4
- R-4/PUD
- R-6
- R-6/HL
- R-6/I-1/U
- R-6/PUD
- R-A





City Planning Commission Minutes

June 11, 2024 6:00 PM,

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the City Planning Commission was held at 6:00 PM on 6/11/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order. Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Cindy McClain, Dan O'Neill, Virginia Ferguson, Jose Torres.

ROLL CALL

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – May 14, 2024

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

CASE WITHDRAWN

This case was withdrawn by the applicant.

Chairwoman McClain noted this case was withdrawn.

1. **Case 24-400-08 – Short Term Rental – 9609 Linwood Blvd** – A request by Heidi Hoggatt for a Short-Term Rental.

CASES TO BE CONTINUED – Staff requests these cases be continued to the June 25, 2024 meeting.

1. **Case 24-400-12 – Short Term Rental – 8841 E. 16th St S** – A request by Curzon Properties for a Short-Term Rental.

Commissioner Edward Nesbitt made a motion to continue the case to the June 25, 2024 meeting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-400-09 – Short Term Rental – 2118 N. McBride Ave** – A request by Manifest BNB for a Short-Term Rental.

Commissioner Edward Nesbitt made a motion to continue the case to the June 25, 2024 meeting. Commissioner Laurie Dean Wiley seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 24-125-04 – Rezoning/PUD – 300, 306 & 315 W. Maple Ave** – A request by Polly's Pop to rezone the property from C-2 (General Commercial) to C-2/PUD (General Commercial/Planned Unit Development) and approving a preliminary development plan.

Chairperson McClain stated that due to a conflict of interest, she will recuse herself. Vice-Chair Nesbitt presided over this case.

Staff Presentation

Josh Garrett presented the case. Mr. Garrett presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. He outlined the conditions.

Applicant Comments

Calvin Hayes, 146 S. Oxford Ave, stated they've had a big demand for new products and this change would be for additional storage and manufacturing. He clarified this will not look like a warehouse, but will be branded for Polly's Pop and have the ascetic of the Independence Square.

In response to Commissioner O'Neill's question, Mr. Hayes stated they don't anticipate traffic issues on Maple Street.

In response to Vice-Chair Nesbitt's question, Mr. Hayes described the current location and plans for appearance improvements.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Laurie Dean Wiley seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

OTHER BUSINESS

1. **Case 24-400-10 – Short Term Rental – 16008 E. 25th St S** – A request by Tarus Edwards for a Short-Term Rental.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner Wiley's question, Mr. Garrett stated the applicant, requested to allow six (6) people. Commissioner Wiley requested that staff review the allowed number of occupants based on the number of rooms prior to bringing the case before the Commission.

Applicant Comments

Loretha Hayden, 7001 Lakeshore Drive, Raytown stated she helps Mr. Edwards manage the property along with his mother, Willie Ferguson, 14200 E 49th Street Apartment 410, Kansas City. She stated when the home is not being rented out, Mr. Edwards stays at the property. When rented, he resides with Ms. Hayden or Ms. Ferguson. She also requested that the number of occupants be increased to (10) ten.

In response to Commissioner Nesbitt's question, Ms. Hayden stated they have been operating since early 2024, prior to receiving notice they needed to register the rental.

Public Comments

Lorri McCoy, 16000 E 25th St South, stated there have been numerous noise issues coming from this house and does not support the approval of this rental.

In response to Commissioner Nesbitt's question, Ms. Hayden advised she is aware of a party and Mr. Edwards drove by the property twice, knocked on the door and advised the renters that parties are not allowed. She described the security device which allows two-way communication and would install a noise monitoring system.

In response to Commissioner Ashbaugh's question, Ms. Hayden stated there is a chain link fence and a row of trees along the fence line.

Commissioner Wiley requested the applicant to provide proposed tenants with good neighbor's guidelines prior to renting them the property.

City Prosecutor, Mitch Langford went over the noise disturbance ordinance and stated it is difficult to enforce.

Mr. Garrett reviewed the revocation guidelines should violations continue. He noted these complaints are reported to the Regulated Industries Division. Mr. Garrett stated a summary of Short-term Rental code will accompany the approval letter sent to the applicant going forward.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 24-400-13 – Short Term Rental – 3822 S. Kiger Rd** – A request by Lucas Gibson for a Short-Term Rental.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments

Lucas Gibson, 19405 E State Route 78, reviewed the history of the home and thought the management company had received the proper City approval. He stated he would like to increase the total occupancy to 10 (6 adults & 4 children). Mr. Gibson said they have been operating for two years and Airbnb collects the Transient Guest Tax and sends it to the City.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

ROUNDTABLE

Next meeting June 25, 2024

Mr. Arroyo stated they can provide training on Short-term Rentals. Staff will provide a summary of the City Code for the Commissioners at the dais. Mr. Arroyo reviewed the Short-term Rental application process and how staff makes a determination to recommend or not recommend approval.

ADJOURNMENT

The meeting was adjourned at 7:25 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-065 **1R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements for the E. Heidelberger Rd. Bridge Replacement Project (Project No. 112203); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **1R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City staff to proceed with easement acquisitions for the E. Heidelberger Bridge Replacement Project (No. 112203). This project will replace a bridge located on E. Heidelberger Road. This bridge has been deemed unsafe for vehicular traffic and is currently closed. This project is funded by the Emergency Transportation Projects CIP (No. 112203).

Emergency Justification:**Fiscal Impact:**

There is no anticipated fiscal impact to the City for these easements. Funding for Emergency Transportation Projects (No. 112203) is included in the FY 24-25 adopted budget, page number 182, account number 7011-5406.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Heidelberg Bridge Replacement Easement Acquisition Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS FOR THE E. HEIDELBERGER RD. BRIDGE REPLACEMENT PROJECT (PROJECT NO.112203); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of E Heidelberg Rd Bridge Replacement Project (No. 112203), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved E Heidelberg Rd Bridge Replacement Project (No. 112203) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

General Utility Easement

A Tract of land for the purpose of a drainage easement, being part of the Southeast Quarter of the Southeast Quarter of Section 30, Township SO North, Range 30 West, in the City of Independence, Jackson County, Missouri, said Tract being more particularly described by Joseph

H. McLaughlin, PLS - 2012018392, with BHC, CLS 2006009875-F, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the South line of the Southeast Quarter, of the Southeast Quarter, of Section 30, Township SO North, Range 30 West, having a bearing of North 88° 12' 33" West, and referenced to Missouri State Plane Coordinate System, West Zone, NAD83.)

Commencing at the Southeast Comer of said Southeast Quarter;

Thence North 88° 12' 33" West, on the South line of said Southeast Quarter, also being the North Right-of-Way line of East Heidelberger Road as now established, 1017.97 feet, to the POINT OF BEGINNING of said Tract herein described;

Thence continuing North 88° 12' 33" West, on said South line, 90.05 feet;

Thence North 55° 06' 05" East, departing said South line, 31.62 feet;

Thence South 87° 11' 43" East, 40.00 feet;

Thence South 51° 50' 45" East, 30.67 feet, to the POINT OF BEGINNING, said Tract containing 1,206 feet or 0.0277 acres.

Tract 2:

General Utility Easement

A Tract of land for the purpose of a drainage easement, being part of the Northeast Quarter of the Northeast Quarter, of Section 31, Township SO North, Range 30 West., in the City of Independence, Jackson County, Missouri, said Tract being more particularly described by Joseph H. McLaughlin, PLS - 2012018392, with BHC, CLS 2006009875-F, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North line of the Northeast Quarter, of the Northeast Quarter, of Section 31, Township 50 North, Range 30 West, having a bearing of North 88° 12' 33" West, and referenced to Missouri State Plane Coordinate System, West Zone, NAD83.)

Commencing at the Northeast. Comer of said Northeast. Quarter;

Thence North 88° 12' 33" West, on the North line of said Northeast Quarter, also being the North Right-of-Way line of East. Heidelberger Road as now established, 1043.02 feet;

Thence South 02° 46' 27" West, departing said North line, 50.00 feet, to a point on the South Right-of-Way line of said East Heidelberger Road, also being the POINT OF BEGINNING of said Tract herein described;

Thence continuing South 02° 46' 27" West, 11.80 feet;

Thence North 87° 11' 43" West, 40.00 feet;

Thence North 02° 48' 17" East, 11.10 feet, to a point on said South Right-of-Way line;

Thence South 88° 12' 33" East, on said South Right-of-Way line, 40.00 feet, to the POINT OF BEGINNING, said Tract containing 458 feet or 0.0105 acres .

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council

of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager



MEMORANDUM

DATE: July 15, 2024

TO: Mayor and Members of the City Council

FROM: Susanne Holland, City Clerk

SUBJECT: Boards and Commissions Report

Tax Increment Financing Commission

- A recommendation has been made to reappoint Ron Bruch, James Conley and John Szturo to the Tax Increment Financing Commission.
- Staff requests direction to add a resolution to the next regular meeting, reappointing these individuals to the above board.

Sustainability Commission

- A recommendation has been made to reappoint Madalyn Osborn and Dan McGraw to the Sustainability Commission.
- Staff requests direction to add a resolution to the next regular meeting, appointing these individuals to the above board.

Tree Commission

- A recommendation has been made to reappoint David Campbell to the Tree Commission.
- Staff requests direction to add a resolution to the next regular meeting, appointing this individual to the above board.



Industrial Development Authority

- A recommendation has been made to reappoint Joe Flick to the Industrial Development Authority.
- Staff requests direction to add a resolution to the next regular meeting, appointing this individual to the above board.

Independence Park Commission

- A recommendation has been made to reappoint Diane Kyser and Kay Douglas to the Independence Park Commission.
- Staff requests direction to add a resolution to the next regular meeting, appointing these individuals to the above board.

Board of Ethics

- A recommendation has been made to reappoint Christine Hughes to the Board of Ethics.
- Staff requests direction to add a resolution to the next regular meeting, appointing these individuals to the above board.

Street Oversight Improvement Committee

- A recommendation has been made to reappoint Wesley Epperson to the Street Improvement Oversight Commission.
- Staff requests direction to add a resolution to the next regular meeting, appointing these individuals to the above board.