

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE transferring \$156,929.00 within and appropriating \$375,877.00 from the fund balance of the 2008 Anti-Drug Sales Tax Fund, in acceptance of the Drug Abatement Response Team (DART) grant for the Prosecuting Attorney's Office awarded by the Missouri Department of Public Safety, and authorizing the County Executive to execute a Memorandum of Understanding with the City of Kansas City, MO, and the Kansas City Board of Police Commissioners relating to the DART program, at a cost to the County not to exceed \$91,000.00.

ORDINANCE #4034, September 15, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney's Office has been awarded a grant by the Missouri Department of Public Safety in the amount of \$218,948.00 for its Drug Abatement Response Team (DART) program for salaries and benefits of three assistant prosecutors, two investigators, and a paralegal in the Prosecuting Attorney's Office and for contractual services through the City of Kansas City, Missouri; and,

WHEREAS, the DART program is a cooperative effort of the Prosecuting Attorney's Office and the City of Kansas City to target and close down drug houses within the city; and,

WHEREAS, the grant is subject to a local match in the amount of \$156,929.00; and,

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

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation within the fund balance of the 2008 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund 008-4198	45755 - Increase Revenue	\$218,948	
Anti-Drug Sales Tax Fund Grant Match 008-4135	56798 - Grant Match	\$156,929	
008-2810	Undesignated Fund Balance		\$375,877
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Anti-Drug Sales Tax Fund DART-Drug Abatement Response Team 08-09 008-4198	55010 - Regular Salaries		\$229,333
008-4198	55040 - FICA Taxes		\$17,544
008-4198	55060 - Health Insurance		\$38,000
008-4198	56790 - Other Contractual Services		\$91,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the City of Kansas City, Missouri, and the Kansas City, Missouri, Board of Police Commissioners, at a cost to the County not to exceed \$91,000.00; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment under the Memorandum.

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

APPROVED AS TO FORM:

Gay D. Hallen
Chief Deputy County Counselor

Mam L. Jones
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4034 introduced on September 15, 2008, was duly passed on *October 6*, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *1*

This Ordinance is hereby transmitted to the County Executive for his signature.

10.7.08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature

I hereby approve the attached Ordinance #4034.

10/09/2008
Date

MS
Michael D. Sanders, County Executive

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

ACCOUNT TITLE: 008 4135 56798
ACCOUNT NUMBER: Anti-Drug Sales Tax Fund
Grant Match
Grant Match
NOT TO EXCEED: \$156,929.00

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

ACCOUNT TITLE: 008 2810
ACCOUNT NUMBER: Anti-Drug Sales Tax Fund
Undesignated Fund Balance
NOT TO EXCEED: \$375,877.00

September 19, 2008
Date

D. Roy Thomas
Director of Finance and Purchasing

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (the "Agreement"), entered into this 6 day of Oct., 2008, by and among the City of Kansas City, Missouri, a chartered municipal corporation of the State of Missouri (hereinafter referred to as the "City"), Jackson County, Missouri, a constitutional home rule charter county of the first class of the State of Missouri (hereinafter referred to as the "County"), by and through its County Executive, the Kansas City, Missouri Board of Police Commissioners (hereinafter referred to as the "KCPD"), and the Jackson County Prosecuting Attorney (hereinafter referred to as the "Prosecuting Attorney") is executed pursuant to Sections 70.230 and 70.815 of the Revised Statutes of Missouri;

WHEREAS, Section 9303 of the Jackson County Code provides that the Prosecuting Attorney is authorized to contract, subject to approval by the Jackson County, Missouri Legislature (hereinafter referred to as the "County Legislature"), with any organization which engages in community crime prevention activities for the purpose of preventing drug and drug-related offenses; and

WHEREAS, by its Ordinance No. **#4034**, dated **9/15/08**, the County Legislature authorized the County Executive to execute the grant from the Missouri Department of Public Safety to fund the Prosecuting Attorney's Drug Abatement Response Team (hereinafter referred to as the "DART Program"), in conjunction with the City and KCPD; and

WHEREAS, this Agreement provides a suitable mechanism for setting out the mutual responsibilities and obligations of the parties with respect to the establishment and operations of the DART Program;

FILED
JAN 26 2009
MARY JO SPINO
COUNTY CLERK

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES
HERETO AS FOLLOWS:

1. The parties shall continue the DART Program, as is more fully set out in this Agreement and the attached exhibits. Further, it is expressly agreed that the Prosecuting Attorney shall administer and direct the DART Program with the full cooperation and support of the parties provided. It is the understanding of all parties that the DART Program shall be a supplement, and not a replacement, for any existing programs operated by the parties.

2. The term of this Agreement shall be for twelve (12) months commencing July 1, 2008, and terminating on June 30, 2009.

3. The County shall assume all administrative and direct operating expenses and supplies of the DART Program and will pay to the City funds sufficient to cover the personnel components attributed to the DART Program as more fully described, and hereby incorporated by reference in Exhibits A, B and C; hereto provided, however, that the local amounts paid shall not exceed the following respective amounts:

	Amount
Kansas City Police Department Component (Exhibit A) (hereinafter referred to as KCPD)	\$50,000.00
Kansas City Fire Department Component (Exhibit B) (hereinafter referred to as KCFD)	\$5,000.00
Neighborhood and Community Services Department Component (Exhibit C) (hereinafter referred to as NCSD)	\$36,000.00
TOTAL AMOUNT	\$91,000.00

The parties recognize that these funds are adequate to pay the salaries, benefits and overtime, as applicable, for these components under the terms described in the attached Exhibits A, B and C over the term of this Agreement. Any other overtime pay or premium pay arising from duties or work outside of the DART Program that is due and owing to the employees provided to the DART Program over the term of this Agreement shall remain the responsibility of the applicable party. The City will notify the County, pursuant to paragraph 17, of any increases in benefit rates and salaries of personnel assigned to DART.

4. The parties agree that there shall be no reduction in funds appropriated to the KCFD, the NCSD, or the KCPD because of additional funds provided to the City and the KCPD due to the DART Program. The City and the KCPD also agree that there shall not be a reduction in the number of City or KCPD personnel because of funds provided from the DART Program. The KCPD shall not reduce the number of persons assigned to drug enforcement as a result of the DART Program. It being recognized by the County that County funding serves to improve the quality and effectiveness of drug enforcement police services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of the KCFD, the NCSD and the KCPD in their normal duties, and that none of the funds paid by the County shall serve to reduce any funds budgeted or to be budgeted by the City or the KCPD for operation of the KCFD, NCSD or the KCPD as City functions.

5. During the term of this Agreement, the County shall provide to the City a total amount not to exceed \$91,000.00. Monthly payments by the County to the City, shall be

made within fifteen (15) days after the Prosecuting Attorney and the Jackson county Manager of Finance's Office receive a personnel allocation report that will include all salaries, benefits and/or overtime for the City's and KCPD's respective personnel working the DART Program during the period just ended. The City shall file the personnel allocation report by the fifteenth day of each month. The monthly payments shall be adjusted, as appropriate, for variances between the estimated personnel allocations and the actual personnel expenditures. Within fifteen (15) days of the termination of this Agreement, in addition to remitting a final personnel allocation reports, any and all excess funds paid to the City under the terms of this Agreement shall be refunded to the County. The City and the KCPD also agree to keep funds received under this Agreement separate from all other accounts.

6. The City and the KCPD hereby agree that no purchases of goods will be made with DART funds received pursuant to this Agreement.

7. Each party to this Agreement shall use its best efforts to ensure that all summonses or ordinance violations issued under the implementation of this Agreement are assigned to the Housing Court.

8. The City and the KCPD shall use the DART funds provided under this Agreement solely for the prevention of drug and drug related offenses. The City and the KCPD shall use qualified officers and employees, with the City personnel staffing assignments subject to approval by the Prosecuting Attorney, to staff the DART Program. All personnel must agree to a criminal background check. If the Prosecuting Attorney does not approve the City personnel provided to staff the DART program, the City shall make an alternative staffing submission. If this alternative submission is not approved by

the Prosecuting Attorney, the City, in good faith, may terminate their participation in the DART Program.

9. The County shall not be responsible for or called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City or KCPD personnel borrowed to staff the DART Program and performing services hereunder. The County shall not be liable, directly or indirectly, for compensation or indemnity to any City or KCPD employees for injury, sickness, or any workers' compensation arising out of employment or participation in the DART Program.

10. The manner in which these services are rendered, the standards of performance, the discipline of the officers and employees, and other matters incident to the performance of these services and the control of personnel so employed, shall remain in the discretion of the City and the KCPD, as applicable, and shall be governed by the personnel rules of the City, KCPD and, to the extent possible, the County as well.

11. A review of the appropriations necessary to fund this Agreement shall be held on an annual basis. The City and the KCPD shall submit an annual proposed budget for their respective component(s) of the DART Program to the Prosecuting Attorney upon written notification from the Prosecuting Attorney.

12. This Agreement may be terminated by any of the parties upon thirty (30) days written notice. In the event that the Prosecuting Attorney terminates the Agreement under the provisions of this paragraph, written explanation of this termination will be provided, if requested. Further, it is agreed that payment shall be made under the terms of paragraph five (5) above for any reasonable services already provided, rendered or committed as of the date of such termination.

13. No party to this Agreement shall assume any liability for the acts of any other part to this Agreement, its officers or employees.

14. No officer or employee of the City, County or other agency which is a party to this Agreement, whether elected or appointed, shall receive any benefit from the profits or emoluments of this Agreement.

15. It is the specific intent of the parties that funds received be used strictly for prevention of drug and drug related activities and not for the administration of this Agreement or for other administrative functions other than those administrative functions performed by the employees funded under this Agreement.

16. The City shall be responsible for filing a copy of this Agreement in the Office of the Secretary of State, State of Missouri, and shall furnish the County, by sending documentation of such filing to the County (by sending documentation to the County Executive) and to the Prosecuting Attorney. The County shall be responsible, through the Jackson County Prosecutor's Office for filing a copy of this Agreement in the Office of the Recorder of Deeds for Jackson County, Missouri and shall furnish the City, the County (by sending documentation to the County Executive) and the Prosecuting Attorney with documentation of such filing. The County shall be responsible, through the Jackson County Prosecutor's Office, for filing a copy of this Agreement in the Office of the Recorder of Deeds for Jackson County, Missouri and shall furnish the City with documentation of such filing, by sending a file stamped copy to the City Attorney's Office. These filings shall be made pursuant to Section 70.300 of the Revised Statutes of Missouri.

17. All correspondence and communication directed to the City shall be addresses to Les Washington, Director, Neighborhood and Community Services, 4th Floor City Hall, 414 East 12th Street, Kansas City, Missouri 64106. All correspondence and communication directed to the County shall be addressed to the Jackson County Prosecutor's Office, attention: James F. Kanatzar, 11th Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

ATTEST: KANSAS CITY, MISSOURI



City Clerk *for*



Director, Neighborhood and
Community Services



Assistant City Attorney
Kansas City, Missouri



Director, Fire Department

ATTEST: JACKSON COUNTY, MISSOURI



MARY JO SPINO
CLERK OF COUNTY LEGISLATURE



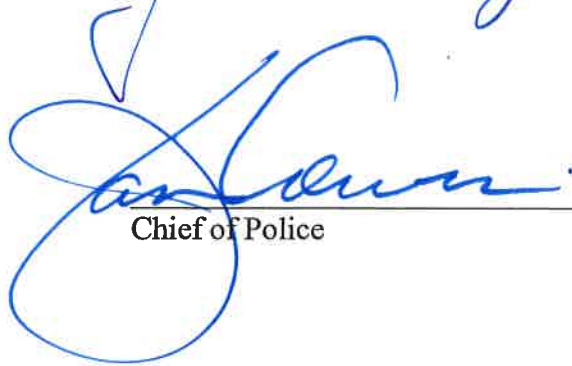
Michael D. Sanders
JACKSON COUNTY EXECUTIVE



Mark S. Jones
JACKSON COUNTY COUNSELOR



Prosecuting Attorney



Chief of Police

CERTIFICATION OF FUNDS

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$91,000.00 which is hereby authorized.

1/21/09
Date


Finance Department
Jackson County, Missouri
008-4198-56790
4198 2008001

EXHIBIT A
KANSAS CITY POLICE DEPARTMENT COMPONENT OF THE
DRUG ABATEMENT RESPONSE TEAM

OVERVIEW

The Kansas City, Missouri Police Department (hereinafter "KCPD"), component of the Drug Abatement Response Team (hereinafter "DART"), consists primarily of support from KCPD's Narcotics and Vice Division's, Street Narcotics Unit (hereinafter "SNU"), and the Patrol Bureau as follows:

1. SNU will provide support to DART through its Administrative Squad, Tactical Squad(s) and Undercover Squad(s). The Administrative Squad will provide a liaison between SNU and DART to coordinate activities between the Narcotics and Vice Division and DART. The Tactical Squad(s) will execute search warrants within DART areas, receive training in code enforcement, assist in writing code violations and participate in "Knock and Talks". "Knock and Talks" involve sending a Tactical Squad out to suspected drug houses in an effort to inspect and briefly search the property with permission of the resident. The Undercover Squad(s) will provide a best efforts commitment to targeting DART identified suspected drug houses for undercover drug purchases in order to support criminal convictions.
2. Division Commanders of the Patrol Bureau will designate an officer to provide support to DART by assisting the DART community liaison in working with neighborhood organizations and providing direct door-to-door community contacts. The designated officer will also communicate regularly with DART and coordinate Patrol Bureau resources with the needs of DART. In addition, police officers working within the selected DART neighborhoods will provide enforcement support for posted drug houses.
3. Undercover officers attempting narcotics purchases during overtime, non-regular working hours including after hours, weekends and holidays; and Interdiction activities at known and suspected drug houses including but not limited to automobile license checks, patrolling, stationary activities, pedestrian checks, community police contacts and other activities agreed upon by the Assistant Prosecuting Attorney assigned to DART and the appropriate KCPD police commander.

Finally, the KCPD will provide, as appropriate, support and testimony in the prosecution of municipal code and housing cases and civil and criminal cases arising from DART.

It is understood that the KCPD component of DART is not limited to the Narcotics and Vice Division Division, but also includes interaction with patrol officers, crime analysts as well as community policing elements within the Department.

BUDGET

It is expected that a portion of the KCPD support for the DART program will be performed during regularly scheduled hours. It is understood that certain activities will necessitate overtime duties that will be paid out of DART funds. Activities that will likely require overtime include "Knock and Talks", special court related appearances and certain community contact meetings. "Knock and Talks" will typically require a four hour overtime call-back of six (6) police officers and a sergeant, i.e., a complete tactical squad, whereas the extraordinary court appearances will usually require a two (2) hour call-back. The community contact portions will normally be conducted on a flex time basis, however, there will be situations that will not allow for this and will instead require overtime to be paid out of DART funds. In addition, overtime may be necessary to train police officers about fire, health and housing codes.

The proposed total KCPD DART budget, based on estimated overtime costs, is fifty thousand dollars (\$50,000.00).

Within the above total KCPD DART budget, variances between the overtime categories may occur provided that this year's total expenditures for the KCPD component of the DART program will not exceed fifty thousand dollars (\$50,000.00).

EXHIBIT B
KANSAS CITY FIRE DEPARTMENT COMPONENT OF THE
DRUG ABATEMENT RESPONSE TEAM

OVERVIEW

The Kansas City Fire Department (hereinafter "KCFD"), component of DART consists of providing support through the services of an experienced and well qualified Fire Prevention Inspector or Investigator on a regular part-time consultant basis. This Inspector or Investigator will be available Monday through Friday from 8:00 A.M. to 4:30 P.M. In addition, overtime hours may be required and the KCFD personnel must be available as required. This Inspector or Investigator will report to work at the Fire Marshal's Office and schedule DART inspections on a weekly basis. This Inspector or Investigator will be responsible for the following:

1. Operating as a liaison between DART and KCFD. This duty will require regular communication with DART staff and on-call assistance to the DART, especially in the form of direct assistance in the inspection of drug houses secured by the Kansas City Police Department (hereinafter "KCPD"), in the execution of search warrants.
2. Participation in enforcement proceedings arising out of the DART. This will include timely inspections and investigations of specific complaints, reviews, evaluations and/or professional recommendations on specific, targeted properties, and, as necessary, support and testify at DART initiated legal proceedings.
3. KCFD will train DART members and personnel together with any support personnel such as Police Tactical Squads, at minimum, on a preliminary basis, for fire code regulations and the identification of fire codes violations. This role will include the creation, maintenance and distribution of an updated check list developed to assist DART and KCPD in making such preliminary determinations.
4. Participation in DART sponsored training and cross training of DART members as well as participation in DART community presentations.

5. Providing, as appropriate, support and testimony in the prosecution of municipal codes and housing cases and civil and criminal cases arising from the DART.

It is understood that the KCFD employee shall not be requested to perform inspections that would place the Inspector or Investigator in a dangerous situation.

BUDGET

The KCFD component of DART will be conducted by a specially assigned Inspector or Investigator. It is expected that most duties will be performed during regularly scheduled hours. However, certain activities will by necessity be conducted after the regularly scheduled work day. DART will pay for this Inspector's or Investigator's time when assigned to DART matters.

The proposed total KCFD DART budget, based on salary, benefits and/or overtime, is five thousand dollars (\$5,000.00).

Within the above total KCFD DART budget, variances between the individual expense categories may occur provided that such variances are first approved by the Jackson County Prosecutor's Office and the total expenditures for the KCFD component of DART will not exceed five thousand dollars (\$5,000.00).

EXHIBIT C
KANSAS CITY NEIGHBORHOOD AND COMMUNITY SERVICES DEPARTMENT
COMPONENT OF THE DRUG ABATEMENT RESPONSE TEAM

OVERVIEW

The Kansas City Neighborhood and Community Services Department (hereinafter "NCSO"), component of the Drug Abatement Response Team (hereinafter "DART"), consists of providing a well qualified Housing Inspector to assist and support DART. The Housing Inspector will assist DART as follows:

1. Background information on suspected drug houses will be collected and evaluated with respect to compliance with local ordinances, codes and regulations.
2. Conduct inspections and investigations to determine the nature and scope of their environmental and housing problems. These inspections and investigations will include addressing specific complaints of residential and commercial properties such as heating facilities, potable water supply, sewage disposal, ventilation, habitable living area, etc.
3. Violations, defects and/or problems at the suspected drug houses will be documented as appropriate and enforcement proceedings will be pursued and supported.
4. NCSO will issue work access permits at the request of property owners and with consultation with appropriate DART personnel. Copies of all issued work access permits will be forwarded to appropriate DART personnel at the time of issuance.
5. Pursuant to local ordinances, NCSO will conduct follow up inspections and issue summons for violations of unabated violations in a timely manner.
6. NCSO will perform reinspections at the request of property owners and issue certificates of reoccupancy if the requisite violations have been abated. Copies of the certificates of reoccupancy will be forwarded to appropriate DART personnel at the time of issuance.
7. Provide on-call assistance to DART in accordance to and as permitted by local ordinances. On-call assistance will include but will not be limited to direct assistance via inspections for housing code violations found in drug houses secured by the KCPD in the execution of search warrants.
8. Training by NCSO of DART members and DART support personnel, such as the KCPD, as requested, of Code regulations and violations. This role will include the creation, maintenance and distribution of an updated check list developed to assist DART and KCPD.

9. Participation in DART sponsored training and cross training of DART members as well as participation in DART community presentations.
10. Provide liaison activities between DART and NCSD, regularly communicate with DART and provide professional recommendations regarding property conditions.
11. The Housing Inspector will be provided with the necessary resources and sufficient time to complete the paper work required for follow-up inspections.
12. Provide, as appropriate, support and testimony in the prosecution of municipal codes and housing cases and civil and criminal cases arising out of the DART.

NCSD will provide a Dangerous Buildings Inspector for two (2) hours each week to assist in the closure of uninhabited buildings designated as dangerous that are prone to use for illegal drug activity.

It is understood that the Housing Inspector shall not be requested to conduct inspections that would place him or her in a dangerous situation or to perform activities outside the scope of housing inspections.

It is understood that the Housing Inspector will operate out of the NCSD office but will spend one (1) day in the field with DART for inspection purposes and work out of DART headquarters at designated times to issue work access permits. The Housing Inspector may also be assigned to work out of DART headquarters an additional day of the week as needed for administration purposes. Days contemplated for inspections are Wednesdays and Thursdays respectively. Scheduled days for the issuance of work access permits will be set, but may vary according to the Inspector's schedule.

BUDGET

The NCSD component of DART will be conducted by a specially assigned Housing Inspector. It is expected that most duties will be performed during regularly scheduled hours. However, the Housing Inspector will operate under a flex-work schedule in order to cover certain activities which will, by necessity, be conducted during evening or weekend hours.

The proposed total NCSD DART budget, based on estimated salary and benefits, is thirty-six thousand dollars (\$36,000.00).

Within the above total NCSD DART budget, variances between the individual expense categories may occur provided that such variances are first approved by the Jackson County Prosecutor's Office and the total year's expenditures for this component does not exceed thirty-six thousand dollars (\$36,000.00).