

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement for Services with the Mid-America Regional Council, at a cost to the County not to exceed \$[180,000.00], 150,000.00 relating to the Jackson County Charter Review Commission.

RESOLUTION NO. 20094, February 25, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, pursuant to article XV, section 3 of the 2010 Jackson County Charter, the County Executive shall provide for a Charter Review Commission for the review of the County charter not less often than every ten years; and,

WHEREAS, in 2010, a Charter Review Task Force was appointed and, as a result of that process, made recommendations to the Legislature for a revised charter to be submitted to the voters; and,

WHEREAS, on August 3, 2010, the proposed charter revisions were approved by the voters; and,

WHEREAS, it is now appropriate for a new Charter Review Commission to be appointed to recommend any charter amendments that might be submitted to the voters in 2020, with independent staff and support services to be provided by the Mid-America Regional Council; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be authorized to execute an agreement with the Mid-America Regional Council (MARC) in support of the 2019-2020 County Charter Review Commission, in a form to be approved by the Interim County Counselor, at a cost to the County not to exceed \$[180,000.00] 150,000.00; and,

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

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20094 of February 25, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____
Abstaining _____ Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$[180,000.00] 150,000.00 which is hereby authorized.

ACCOUNT NUMBER: 001 5101 56790
ACCOUNT TITLE: General Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$[180,000.00] 150,000.00

3/26/19

Date



Chief Administrative Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of financial advisory services for use by the County to Springsted, Inc., of St. Paul, MN, under the terms and conditions of Request for Qualifications No. 66-18.

RESOLUTION NO. 20105, March 11, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, by Request for Qualifications (RFQ) No. 66-18, the Director of Finance and Purchasing did solicit the submission of qualifications from firms interested in providing financial advisory services to the County; and,

WHEREAS, the Director distributed twenty-five notifications and received four responses to the RFQ, as follows:

<u>RESPONDER</u>	<u>EVALUATION POINTS</u>
Springsted Overland Park, KS	94.34
George Baum Kansas City (Jackson County), MO	92.67
PFM Overland Park, KS	88.33
Columbia Capital Overland Park, KS	85.67

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with two twelve-month options to extend, for the furnishing of financial advisory services for use by the County to Springsted, Inc., of St. Paul, MN, under the terms and conditions of Request for Qualifications No. 66-18.

RESOLUTION NO. 20105, March 11, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, by Request for Qualifications (RFQ) No. 66-18, the Director of Finance and Purchasing did solicit the submission of qualifications from firms interested in providing financial advisory services to the County; and,

WHEREAS, the Director distributed twenty-five notifications and received four responses to the RFQ, as follows:

<u>RESPONDER</u>	<u>EVALUATION POINTS</u>
Springsted St. Paul, MN ? Overland Park, KS	94.34
George Baum Denver, CO ? Kansas City, Mo	92.67
PFM Des Moines, IA	88.33
Columbia Capital Overland Park, KS	85.67

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

APPROVED AS TO FORM:



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20105 of March 11, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

3/5/19

Date



Chief Administrative Officer

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute an Addendum to the Planned Service Agreement with Johnson Controls, Inc., for use by the Parks + Rec Department at the Ft. Osage Education Center, at an additional cost to the County in the amount of \$5,780.00.

RESOLUTION NO. 20119, March 25, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 19785, dated April 2, 2018, the Legislature did award a contract to Johnson Controls under the terms and conditions set forth in U.S. GSA Contract No. GS-06F-0060P, an existing government contract, for the furnishing of HAVAC products, installation, and service for use by the Parks + Rec Department; and,

WHEREAS, the Parks + Rec Department has a continuing need for preventative maintenance and software support for the HVAC system at the Fort Osage Education Center; and,

WHEREAS, proper humidity and temperature control is essential for the conservation of the archaeological collection; and,

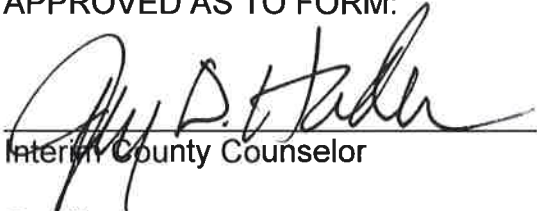
WHEREAS, an addendum to the existing Planned Service Agreement is needed for the preventative maintenance and software support at the Fort Osage Education Center, at the additional cost to the County of \$5,780.00 in 2019; and, now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, the Director of Finance and Purchasing be and hereby is authorized to execute the attached Addendum to the Planned Services Agreement with Johnson Controls, Inc.; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreement and addendum thereto.

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

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20119 of March 25, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 003 1603 56790
ACCOUNT TITLE: Park Fund
Heritage Programs & Museums
Other Contractual Svc
NOT TO EXCEED: \$5,780.00

3/21/19

Date



Chief Administrative Officer



**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Katie Bartle, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec *DK*
DATE: March 4, 2019
RE: Johnson Controls Agreement

The Parks + Rec Department is requesting approval for the addendum to the Johnson Controls service agreement.

This agreement with Johnson Controls monitors and services the temperature and humidity control for the Fort Osage Education Center that are critical to the conservation of the archaeological collection. The Direct Digital Control (DDC) for this system is a proprietary software called Metaysis, developed by Johnson Controls.

If you have any questions, please do not hesitate to contact me.



Frank White, Jr., County Executive



PLANNED SERVICE RENEWAL

1/25/2019

Earnest Jones
Fort Osage Education Center
107 Osage St
Sibley MO 64088-9644

Fort Osage Education Center Controls 2019



Dear Earnest:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-64246273462) will expire on 04/30/2019. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$5,780.00, to be paid annually. The scope will remain the same and the term of this contract will be 05/01/2019 to 04/30/2020. Invoices will be sent to:

Jackson County Parks & Recreation
Jacomo Administration Office
22807 Woods Chapel Rd
Blue Springs MO 64015

To continue service without interruption, please sign below and return to me at your earliest convenience.

Our records show that you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Customer Signature: _____

Clint Jackson
JOHNSON CONTROLS KANSAS CITY MO
CB - 0N42
9850 Legler Rd
Lenexa KS 66219-1263
Clint.R.Jackson@jci.comsadmin@siebel.com
Phone: (913)307-4252

Customer Name: _____

Customer Title: _____

PO/Requisition #: _____

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20119

Sponsor(s): Tony Miller

Date: March 25, 2019

<p>SUBJECT</p>	<p>Action Requested EXECUTIVE OFFICE <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p style="text-align: center;">MAR 04 2019</p> <p>Project/Title: <u>Authorizing an Addendum to a Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of General Services Administration contract GS-06F-0060P, an existing other government contract, for HVAC Products, Installation and Service for use by Parks + Rec.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$5780.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$5780.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$5780.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>003-1603-56790 Park Fund – Historic Sites – Other Contractual Services</td> <td style="text-align: right;">\$5780.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$5780.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$5780.00	Amount budgeted for this item * (including transfers):	\$5780.00	Source of funding (name of fund) and account code number:		003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$5780.00
Amount authorized by this legislation this fiscal year:	\$5780.00												
Amount previously authorized this fiscal year:													
Total amount authorized after this legislative action:	\$5780.00												
Amount budgeted for this item * (including transfers):	\$5780.00												
Source of funding (name of fund) and account code number:													
003-1603-56790 Park Fund – Historic Sites – Other Contractual Services	\$5780.00												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 19785 (April 2, 2018)</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465</p>												
<p>REQUEST SUMMARY</p>	<p>The Planned Service Agreement for Parks + Rec provides preventative maintenance and software support for the HVAC system at the Fort Osage Education Center. Proper humidity and temperature control is essential for the conservation of the archaeological collection. The initial term of the Planned Service Agreement was for one year. This Addendum extends the term for an additional year.</p> <p>The Purchasing Department previously sought legislative approval on the Planned Service Agreement due to 1) the insurance release clause in Paragraph G on Page 13 of 18, and 2) the indemnity language in Paragraph H beginning on Page 13 of 18.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the approval of an Addendum to the Planned Service Agreement from Johnson Controls, Inc. of Lenexa, KS under the terms and conditions of term and supply contract GS-06F-0060P for HVAC Products, Installation and Service for use by Parks + Rec.</p>												
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>												
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>												

ATTACHMENTS	Recommendation memo from Parks + Rec, Proposed Addendum from Johnson Controls, Planned Service Agreement from Johnson Controls, Resolution 19785	
REVIEW	Department Director: <i>[Signature]</i>	Date: 3/4/19
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 3/5/19
	Division Manager: <i>[Signature]</i>	Date: 3/5/19
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute agreements funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, with certain outside agencies which are engaged in anti-drug and anti-violent crime treatment activities and purposes, at an aggregate cost to the County not to exceed \$2,865,314.00.

RESOLUTION NO. 20120, March 25, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Drug Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the COMBAT Commission, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in anti-drug and anti-violent crime treatment activities; and,

WHEREAS, the COMBAT Commission solicited proposals from community agencies seeking to provide anti-drug and anti-violent crime treatment activities and services; and,

WHEREAS, these proposals were evaluated by outside reviewers who made funding recommendations to the commission; and,

WHEREAS, after review of the outside evaluators' recommendations, the Jackson County COMBAT Commission has recommended that the County Executive be authorized to execute agreements with certain outside agencies engaged in anti-drug and anti-violent crime treatment activities for services from January 1, 2019, to December 31, 2019, as set out below:

<u>COMBAT Treatment Agency</u>	<u>2019 Funding Rec.</u>
Amethyst Place	\$50,000.00
Benilde Hall	\$230,000.00
Blue Springs School District	\$40,000.00
Children's Mercy Hospital, TIES	\$60,000.00
Comprehensive Mental Health Services	\$417,000.00
Cornerstones of Care	\$177,000.00
Crittenton	\$109,609.00
Dismas House of Kansas City	\$135,000.00
First Call	\$136,250.00
Footprints	\$200,000.00
Guadalupe Centers, Inc.	\$102,330.00
Healing House	\$135,000.00
Heartland Center for Behavioral Change	\$250,000.00
Hope House, Inc.	\$40,000.00
ReDiscover	\$246,000.00
ReStart	\$59,625.00
Rose Brooks Center	\$80,000.00
Sheffield Place	\$70,000.00
Sisters in Christ	\$125,000.00
Swope Health Services	\$142,500.00
TMC-Behavioral Recovery Health Services	\$60,000.00
TOTAL	<u>\$2,865,314.00</u>

and,

WHEREAS, the execution of agreements for the services of these agencies, in the amounts indicated, is in the best interests of the health, welfare, and safety of the citizens

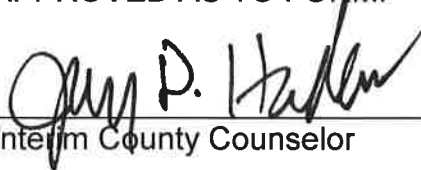
of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with the outside agencies listed above, in the respective amounts indicated, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20120 of March 25, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4404 56789
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Crime Treatment
Outside Agency Funding
NOT TO EXCEED: \$2,865,314.00

3/21/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20120
 Sponsor(s): Dan Tarwater III
 Date: March 25, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p><u>Project/Title: A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, which are engaged in anti-drug and anti-violence activities and purposes at an aggregate cost to the county not to exceed \$2,865,314.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="313 636 1255 982"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2,865,314.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$2,865,314.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$2,865,314.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4404-56789- Outside Agency Funding</td> <td>\$2,865,314.00</td> </tr> </table> <p><input type="checkbox"/> If account includes additional funds for other expenses, total budgeted in the account is: \$3,227,214.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$3,116,859.00 Prior Year Actual Amount Spent (if applicable): \$2,926,628.29</p>	Amount authorized by this legislation this fiscal year:	\$2,865,314.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$2,865,314.00	Amount budgeted for this item *:	\$2,865,314.00	Source of funding (name of fund) and account code number: From: 008-4404-56789- Outside Agency Funding	\$2,865,314.00
Amount authorized by this legislation this fiscal year:	\$2,865,314.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$2,865,314.00										
Amount budgeted for this item *:	\$2,865,314.00										
Source of funding (name of fund) and account code number: From: 008-4404-56789- Outside Agency Funding	\$2,865,314.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res#19843, May 2, 2018</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, which are engaged in anti-drug and anti-violence, treatment activities and purposes, at an aggregate cost to the county not to exceed \$2,865,314.00.</p> <p>Exhibit A indicates the outside agencies and funding levels as recommended. These recommendations have been reviewed and approved by the Jackson County Drug Commission for 2019 fiscal year.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted services for the purpose of providing substance abuse treatment, prevention, grant match and other anti-drug initiatives in the community.</p> <p>Exhibit A indicates the outside agencies that the Jackson County Drug Commission is recommending funding in 2019 to provide substance abuse treatment services in Jackson County. These recommendations are based upon renewals of funding for the proposals submitted in response by community providers. Funding recommendations were presented to the Jackson County Drug Commission on March 12, 2019, with the recommendation that the funding in Exhibit A be presented to the Jackson County Legislature.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)</p>										

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Quote	
REVIEW	Department Director:	Date: 3/13/19
	Finance (Budget Approval) <i>If applicable</i>	Date: 3/14/19
	Division Manager <i>Jean Peters Baker</i>	Date: 3-13-19
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

2019 Treatment Funding

Agency	2018 Funding	2019 Requested Funding	Recommendation
1. Amethyst Place	\$50,000	\$50,000	\$ 50,000.00
2. Benilde Hall	\$200,000	\$260,000	\$ 230,000.00
3. Blue Springs School District	\$46,000	\$46,000	\$ 40,000.00
4. Children's Mercy Ties	\$60,000	\$60,000	\$ 60,000.00
Comprehensive Mental Health Services	\$417,000	\$475,000	\$ 417,000.00
5. Cornerstones of Care	\$177,000	\$177,000	\$ 177,000.00
6. Counselor's Obediently Preventing Substance Abuse	\$113,976	\$116,160	\$ -
7. Crittenton	\$109,609	\$109,609	\$ 109,609.00
8. Dismas House of Kansas City	\$135,000	\$135,000	\$ 135,000.00
9. Ellis Care	\$75,000	\$0	\$ -
10. Empowerment Organization for A Change	\$50,000	\$50,000	\$ -
11. First Call	\$136,250	\$136,250	\$ 136,250.00
12. Footprints	\$200,000	\$250,000	\$ 200,000.00
13. Guadalupe Centers	\$102,330	\$102,330	\$ 102,330.00
14. Healing House	\$135,000	\$174,998.30	\$ 135,000.00
15. Heartland Center for Behavioral Change	\$230,000	\$275,000	\$ 250,000.00
16. Hope House	\$40,000	\$40,000	\$ 40,000
17. Plaza Academy	\$25,000	\$25,000	\$ -
18. ReDiscover	\$246,000	\$246,000	\$ 246,000
19. reStart	\$59,625	\$63,798.75	\$ 59,625.00
20. Rosebrooks Center	\$80,000	\$80,000	\$ 80,000
21. Sheffield Place	\$65,000	\$70,000	\$ 70,000
22. Sisters In Christ	\$60,000	\$275,500	\$ 125,000.00
23. Swope Health Services	\$142,500	\$142,500	\$ 142,500
24. Truman Medical Center Behavioral Health	\$60,000	\$120,000	\$ 60,000.00
Total	\$3,015,290	\$3,480,146	\$ 2,865,314.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute agreements with certain agencies funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, which are engaged in anti-drug and anti-violent crime prevention activities and purposes, at an aggregate cost to the County not to exceed \$1,956,676.00.

RESOLUTION NO. 20121, March 25, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Drug Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the Jackson County COMBAT Commission, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in community crime prevention activities, for the purpose of preventing drug use and drug-related and violent offenses; and,

WHEREAS, this award is based on the Commission's recommendations after an independent review of proposals submitted by outside agencies; and,

WHEREAS, the Commission has recommended that the County Executive be authorized to execute agreements with certain outside agencies engaged in anti-drug and/or anti-violent crime prevention activities for services for the period March 1, 2019, to February 29, 2020; and,

WHEREAS, the execution of agreements for the services of these agencies, in the amounts indicated below, is in the best interests of the health, welfare, and safety of the citizens of Jackson County:

COMBAT Prevention Agency	2019 Funding
Ad Hoc Group Against Crime	\$38,500.00
Ad HOC (AVSI)	\$112,000.00
Arts Tech	\$12,000.00
Black Health Care	\$30,000.00
Boys & Girls Club – (Smart Moves)	\$85,000.00
Bridge Leadership (AVSI)	\$50,000.00
Calvary Community Outreach	\$29,350.00
Catholic Charities of Kansas City (AVSI)	\$45,000.00
Center for Conflict Resolution	\$38,500.00
Center for Conflict Resolution (AVSI)	\$45,300.00
Child Abuse Prevention Association	\$35,000.00
Child Protection Center	\$51,500.00
Connecting for Good (AVSI)	\$60,000.00
City of Blue Springs	\$30,000.00
Crittenton – (Lion’s Quest Skills for Action)	\$53,770.00
DeLaSalle Education Center	\$40,000.00
Eastern Jackson County Youth Court	\$62,795.00
First Call	\$40,000.00
Foster Adopt Connect	\$32,500.00
Guadalupe Center, Inc.	\$32,000.00
Hickman Mills Prevention Coalition	\$90,620.00
Independence School District	\$45,000.00
Independence Youth Court	\$85,000.00
Ivanhoe Neighborhood Council	\$53,700.00
Jackson County Family Court (AVSI)	\$40,000.00
Kansas City Friends of Alvin Ailey	\$24,000.00

Kansas City Metropolitan Crime Commission	\$8,000.00
Kansas City Youth Court	\$52,378.00
KC Mothers in Charge	\$83,756.56
Lee's Summit CARES	\$62,284.44
Mattie Rhodes Center	\$52,460.00
Metropolitan Organization to Counter Sexual Assault (MOCSA)	\$55,199.00
Northwest Communities Development Corp.	\$9,600.00
Operation Breakthrough	\$47,379.00
ReStart, Inc.	\$45,315.00
Rose Brooks	\$48,000.00
Sisters in Christ	\$120,480.00
Total Man Community Development	\$32,000.00
United Inner City Services	\$27,520.00
Westside Housing (AVSI)	\$50,769.00
TOTAL	<u>\$1,956,676.00</u>

now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute agreements with the prevention agencies listed, in the respective amounts indicated, in a form to be approved by the County Counselor; and,

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

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

APPROVED AS TO FORM:

Omy D. Harder
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20121 of March 25, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 008 4402 56005
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Prevention
Community Crime Prevention
NOT TO EXCEED: \$1,956,676.00

3/21/19
Date

[Signature]
Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20121
 Sponsor(s): Dan Tarwater III
 Date: March 25, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p><u>Project/Title: A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, which are engaged in anti-drug and anti-violence activities and purposes, at an aggregate cost to the county not to exceed \$1,956,676.00.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$1,956,676.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$1,956,676.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$1,956,676.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: From: 008-4402-56005-Community Crime Prevention</td> <td>\$1,956,676.00</td> </tr> </table> <ul style="list-style-type: none"> If account includes additional funds for other expenses, total budgeted in the account is: \$2,313,607.00 <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): \$1,558,430.00 Prior Year Actual Amount Spent (if applicable): \$1,685.656.00</p>	Amount authorized by this legislation this fiscal year:	\$1,956,676.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$1,956,676.00	Amount budgeted for this item *:	\$1,956,676.00	Source of funding (name of fund) and account code number: From: 008-4402-56005-Community Crime Prevention	\$1,956,676.00
Amount authorized by this legislation this fiscal year:	\$1,956,676.00										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$1,956,676.00										
Amount budgeted for this item *:	\$1,956,676.00										
Source of funding (name of fund) and account code number: From: 008-4402-56005-Community Crime Prevention	\$1,956,676.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): Res #19849, April 30, 2018</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Carol Lillis, Office Administrator, 881-1415</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to execute agreements with certain outside agencies funded by the County's Anti-Drug Sales Tax Fund for the 2019 fiscal year, which are engaged in anti-drug and anti-violence, prevention activities and purposes, at an aggregate cost to the county not to exceed \$1,956,676.00.</p> <p>Exhibit A indicates the outside agencies and funding levels as recommended. These recommendations have been reviewed by the Jackson County Drug Commission for 2019 fiscal year.</p> <p>Background: The Anti-Drug Tax Fund authorizes the County to execute agreements and contracted service for the purpose of providing substance abuse treatment and prevention. These recommendations are based upon review of proposals submitted by community providers. . These funding recommendations were reviewed by the Jackson County Drug Commission on March 12, 201 with the recommendations that they be presented to the Jackson County Legislature.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Quote	
REVIEW	Department Director:	Date: 3/13/19
	Finance (Budget Approval) If applicable	Date: 3/13/19
	Division Manager:	Date: 3-13-19
	County Counselor's Office:	Date:

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.

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

- Funds sufficient for this expenditure will be/were appropriated by Ordinance #

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

Account Number:	Account Title:	Amount Not to Exceed:

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

2019 Prevention Requested Funding Amount

Agency Name	2018 Funded Amount	2019 Requested Amount	2019 Recommended funding
1. Ad Hoc Group Against Crime	\$38,500.00	\$38,499.84	\$ 38,500.00
2. Ad Hoc (AVSI)	\$149,231.00	\$180,149.00	\$ 112,000.00
3. Arts Tech	\$15,000.00	\$35,000.00	\$ 12,000.00
4. Black Health Care	\$32,000.00	\$32,000.00	\$ 30,000.00
5. Boys & Girls Club - (Smart Moves)	\$85,000.00	\$140,000.00	\$ 85,000.00
6. Bridge Leadership (AVSI)	\$50,000.00	\$65,000.00	\$ 50,000.00
7. Calvary Community Outreach	\$19,200.00	\$29,350.00	\$ 29,350.00
8. Catholic Charities of Kansas City(AVSI)	\$45,000.00	\$45,000.00	\$ 45,000.00
9. Center for Conflict Resolution	\$38,500.00	\$38,500.00	\$ 38,500.00
10. Center for Conflict Resolution (AVSI)		\$45,300.00	\$ 45,300.00
11. Child Abuse Prevention Association	\$35,000.00	\$35,000.00	\$ 35,000.00
12. Child Protection Center	\$44,000.00	\$51,500.00	\$ 51,500.00
13. Connecting for Good(AVSI)	\$60,000.00	\$60,000.00	\$ 60,000.00
14. City of Blue Springs	\$11,000.00	\$65,382.00	\$ 30,000.00
15. Crittenton - (Lion's Quest Skills for Action)	\$53,770.00	\$80,558.00	\$ 53,770.00
16. De La Salle Education Center	\$47,300.00	\$40,000.00	\$ 40,000.00
17. Dismas House of Kansas City	\$60,000.00	\$60,000.00	
18. Eastern Jackson County Youth Court	\$62,695.00	\$62,795.00	\$ 62,795.00
19. First Call	\$40,000.00	\$40,000.00	\$ 40,000.00
20. Foster Adopt Connect	\$18,560.00	\$32,500.00	\$ 32,500.00
21. Guadalupe Center	\$32,000.00	\$74,333.00	\$ 32,000.00
22. Health Department	\$30,000.00	\$35,000.00	\$ -
23. Hickman Mills Prevention Coalition	\$85,000.00	\$90,620.00	\$ 90,620.00
24. Independence School District	\$33,000.00	\$65,000.00	\$ 45,000.00
25. Independence Youth Court	\$85,000.00	\$85,100.00	\$ 85,000.00
26. Ivanhoe Neighborhood Council	\$24,000.00	\$53,700.00	\$ 53,700.00
27. Jackson County Family Court(AVSI)	\$40,000.00	\$58,704.00	\$ 40,000.00
28. Kansas City Friends of Alvin Ailey	\$24,000.00	\$33,000.00	\$ 24,000.00
29. Kansas City Metropolitan Crime Commission	\$8,000.00	\$12,000.00	\$ 8,000.00
30. Kansas City Youth Court	\$51,497.00	\$52,378.00	\$ 52,378.00
31. KC Mothers in Charge	\$75,000.00	\$83,756.60	\$ 83,756.56
32. Lee's Summit CARES	\$50,375.00	\$172,524.00	\$ 62,284.44
33. Mattie Rhodes Center	\$52,000.00	\$52,460.00	\$ 52,460.00
34. Metropolitan Organization to Counter Sexual Assault (MOCSA)	\$44,000.00	\$55,199.00	\$ 55,199.00
35. Northwest Communities Development Corp.	\$9,600.00	\$20,000.00	\$ 9,600.00
36. Operation Breakthrough	\$32,000.00	\$47,379.00	\$ 47,379.00
37. ReStart	\$36,252.00	\$45,315.00	\$ 45,315.00
38. Rosebrooks	\$48,000.00	\$48,000.00	\$ 48,000.00
39. Sisters in Christ	\$80,000.00	\$120,480.00	\$ 120,480.00
40. Total Man Community Development	\$32,000.00	\$56,000.00	\$ 32,000.00
41. United Inner City Services	\$27,520.00	\$58,000.00	\$ 27,520.00
42. Westside Housing(AVSI)	\$50,769.00	\$180,000.00	\$ 50,769.00
43. Westside Community Action Network	\$45,000.00	\$53,000.00	\$ -
Total	\$1,899,769.00	\$2,442,833.60	\$ 1,956,676.00
Amount Available(PV+AVSI)	\$1,613,607.00	\$1,613,607.00	2,313,607.00
Remaining Amount	\$ 286,162.00	\$ 829,226.60	\$ (356,931.00)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the Communications Workers of America, Local 6360, regarding the terms and conditions of the employment of members of its bargaining unit.

RESOLUTION NO. 20122, March 25, 2019

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, by Resolution 18987, dated November 3, 2015, the Legislature did authorize the execution of a, Memorandum of Understanding (MOU) with the Communications Workers of America, Local 6360 (CWA) to govern working conditions for a bargaining unit consisting of certain employees within the Jackson County Sheriff's Office in the position of dispatcher (Communications Specialist); and,

WHEREAS, that MOU expired on December 31,2018, but has remained in effect pursuant to an "Evergreen" clause while the parties were conducting negotiations and reached agreement an successor MOU toward reaching agreement on a successor MOU; and,

WHEREAS, the County and the CWA, have recently concluded these negotiations MOU regarding the terms and conditions of these employees; and,

WHEREAS, the proposed MOU will be effective for a four year term; and,

WHEREAS, the attached Memorandum of Understanding reflects the entire agreement and understanding of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Communications Workers of America, Local 6360.

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

APPROVED AS TO FORM:



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20122 of March 25, 2019, was duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Memorandum of Understanding
Between
Communications Workers of America,
AFL-CIO
and
Jackson County, Missouri

January 1, 2019 – December 31, 2022



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PREAMBLE

Section 1. It is the purpose of this Memorandum of Understanding to maintain a harmonious relationship between the County and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Section 2. The County and the Union recognize that it is in the best interest of both parties, the Bargaining Unit Members, and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of this Memorandum of Understanding fairly in accord with its intent and meaning and in a manner consistent with the Union's status as the exclusive bargaining representative of all Members of the Bargaining Unit, including new hires, their purpose being to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to the purpose.

ARTICLE 1 – UNION RECOGNITION

Section 1. This Memorandum of Understanding is entered into pursuant to Resolution of the Jackson County Legislature 18481 and Recognition Case R2014-011 of the Missouri State Board of Mediation, between Jackson County, Missouri, hereinafter referred to as “Employer,” “County,” or “Office,” and the Communications Workers of America, AFL-CIO, Local No. 6360, hereinafter referred to as “Union.”

Section 2. The County hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment for Bargaining Unit Members employed by the County specifically in the following job classifications: Communications Specialist and Communications Specialist II.

Section 3. The parties agree that there shall be no discrimination in employment or compensation practices against any Bargaining Unit Member because of race, creed, color, religion, national origin or ancestry, gender, age, disability, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, union membership or non-membership, or membership in any other protected class recognized under federal or Missouri law. The County and the Union agree that the provisions of this Memorandum of Understanding shall apply to Bargaining Unit Members without discrimination.

Section 4. The County shall advise the Union of any new job classification created within the Sheriff’s Office that is not reserved for sworn law enforcement personnel and provide the Union with a copy of any revision to the Sheriff’s Office’s pay schedules. The parties shall meet and confer for the purpose of determining whether any such new job classification is appropriate for inclusion in the Bargaining Unit and, if so determined, to further meet and confer for the purpose of reaching Memorandum of Understanding on rates of pay, hours of work, and other conditions of employment regarding the new classification(s).

Section 5. The Sheriff’s Office will introduce new hires within the Bargaining Unit to a Union Representative within the first fourteen (14) days of employment.

Section 6. If the Sheriff’s Office should choose to utilize part-time employees within the Bargaining Unit, the County agrees that it will meet and confer with the Union for the purpose of reaching a Memorandum of Understanding on appropriate rates of pay, hours of work, and other conditions of employment of any such part-time Bargaining Unit Members.

ARTICLE 2 – UNION REPRESENTATION

Section 1. **Union Representatives.** From among the Bargaining Unit Members, the Union may designate and the Sheriff's Office shall recognize not more than four (4) representatives, not more than two (2) on the same shift, to serve as the Union's agents in the representation of Bargaining Unit Members. The Sheriff's Office shall not be required to recognize any Employee as a representative unless the Union has notified the Office in writing regarding the Employee's name and representative designation.

Section 2. **Time Off from Duty for Union Business.** Union Representatives will be allowed time off from duty to conduct Union business, which may include preparation for labor negotiations with the County, attendance at labor negotiations with the County, attendance at scheduled meetings with County representatives to discuss labor issues, attendance at Union training sessions, conducting new Bargaining Unit Member Orientation, attendance at grievance proceedings, and attendance at meetings held in the course of formal disciplinary proceedings. Any request for leave to conduct Union business shall be made through Sheriff's Office channels at least five (5) days in advance. Exceptions to this five-day notice requirement will be considered by the Sheriff's Office for Union business that is of a non-routine, emergency nature that could not reasonably have been foreseen or scheduled five days in advance. Neither the Union nor its representatives will abuse leave sought pursuant to this section, and the Sheriff's Office will not unreasonably deny proper requests. Leave granted for Union business pursuant to this section will be unpaid leave, for which an Employee may use accrued vacation, compensatory time, or floating holiday, unless the requested leave falls within the paid leave provisions of Section 3 below.

Section 3. **Paid Leave for Union Business.** The County will grant paid leave to one (1) Union Representative to attend meetings with Sheriff's Office management personnel held in the course of formal disciplinary proceedings and grievance meetings. The County will grant paid leave to two (2) Union Representatives to attend labor negotiations with the County. All paid leave granted pursuant to this section will be at the straight time rate and will count as hours working in the computation of overtime.

ARTICLE 3 – MANAGEMENT RIGHTS

Unless otherwise specifically provided in this Memorandum of Understanding, the County, through the Sheriff and in accordance with state law and the County's charter and code, possesses the sole right to operate and manage the Sheriff's Office. Subject to all other terms of this Memorandum of Understanding, the County and the Sheriff possess and retain the right to:

- A. Determine the mission of the Sheriff's Office;
- B. Direct the work force;
- C. Hire, assign, promote, transfer, or lay off Bargaining Unit Members;
- D. Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Sheriff's Office;
- E. Discipline, demote, or discharge for just cause;
- F. Establish or change existing methods, procedures, policies, orders or facilities;
- G. Take whatever other actions may, in its judgment, be necessary to carry out the mission of the Sheriff's Office.

It is the intent of the County and the Sheriff to meet and confer with the Union regarding matters which affect Bargaining Unit Members in accordance with the Missouri Constitution, state law, and the Jackson County Charter.

ARTICLE 4 – PROBATIONARY EMPLOYEES

New Employees shall be considered probationary Employees for the first six (6) months of their employment, unless the shorter promotion probationary period applies under the County's Personnel Rules. Upon completion of the probationary period, an Employee's seniority date will be measured from his or her date of hire as provided by Article 5, Seniority.

ARTICLE 5 – UNION SECURITY

Section 1. **Union Dues.** Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer, a copy of which is attached hereto as Appendix A. The written authorization will stay in effect until the Bargaining Unit Member gives written notice to both the Union and the County of the termination of the authorization, which shall take effect no earlier than thirty (30) days from the date of said notice. The Union shall provide the County with written notice of any dues increase and the County will be afforded thirty (30) days lead time from the date of such written notice before it is obligated to deduct remit said increased dues. The Union agrees to submit for each Union Member a check-off form, which recites the provisions of this section.

Section 2. **Service/Representation Fee Calculation.** For so long as the Union maintains majority status, any Bargaining Unit Member who does not elect to pay Union dues pursuant to Section 1 of this Article, shall be liable to pay a service/representation fee. The service and representation fee shall be a percentage of the amount paid by Union Members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of service and representation, but shall not include amounts utilized to finance the Union's political and fraternal activities unrelated to collective bargaining or contract administration. The Union shall notify the Employer of this fee calculation on or about February 1 of each year under this Memorandum of Understanding. The Employer shall deduct the amount as determined by the Union the first full pay period in March and that amount will remain in effect for one year. The service and representation fee will be deducted from the salaries of those applicable Bargaining Unit Members as a condition of employment.

Section 3. **Indemnification.** The Union agrees that it will indemnify and hold the Employer harmless from all suits, actions, claims, and/or proceedings, including the defense thereof, brought by a Bargaining Unit Member arising out of any deductions from wages made by the Employer pursuant to this article. This indemnification shall not include payment for the Employer's legal representation. However, if requested, the Union shall provide its legal counsel to the Employer or its agents, at no cost, to defend them in any such suit, action, claim, and/or proceeding arising out of the deductions made pursuant to this article.

Section 4. **Deductions.** The Employer shall deduct the Union dues and service and representation fee, whichever is applicable, bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, but no later than ten (10) days after the Employer receives said funds. The Employer shall also provide to the Union a list of the names of individuals authorizing dues. Dues deduction authorizations shall be irrevocable for one (1) year or the expiration of this

Memorandum of Understanding, whichever comes first. After the period of one (1) year, and prior to the expiration of the Memorandum of Understanding, Employees may revoke their dues authorization by giving written notice, with a copy to both the Union and the County, during the period beginning fifteen (15) calendar days prior to each anniversary date of the current Memorandum of Understanding. These periods are November 1 – November 15, 2016, November 1 – November 15, 2017, and November 1 – November 15, 2018.

Section 5. **Dues During Leaves of Absence.** When a Bargaining Unit Member is granted an unpaid leave of absence, any authorization for deduction of dues or a service and representation fee shall be automatically suspended effective at the beginning of the next full pay period following the commencement of the leave. The authorization shall become effective again commencing at the beginning of the next full pay period following the Member's return to paid status.

Section 6. **Reports to Union.** The County agrees to furnish the Union, on a monthly basis, and in a format agreeable to the Union, a report containing the following information about each Employee who has filed a dues deduction authorization or is subject to service and representation fee deduction: name, mailing address, job classification, hourly rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the Bargaining Unit. The County will provide an explanation if no dues were collected in any month. The County will also provide the name, address, and telephone number of the County employee who is the best contact person for information regarding the remittance. The Union assumes all liability in the use of this information and agrees to indemnify the County in the event a claim is made against the County arising out of the use of this information.

ARTICLE 6 – SENIORITY

Section 1. **General.** Seniority shall be based on continuous length of service in the Communications Specialist classifications without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or budgetary layoff for ninety (90) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section. Seniority will commence from the date a Bargaining Unit Member enters the classification. When two or more Bargaining Unit Members in the same classification was appointed on the same date, their seniority standing shall be by date of hire by the County; if date of hire is the same, then seniority shall be determined by a lottery established by the County and conducted by the County with a Union Representative present. Seniority as determined by this section shall govern shift and vacation bidding.

Section 2. **Budgetary Layoff.** In the event of a budgetary layoff, seniority will be considered only if qualifications needed for the work to be assigned, performance evaluations and work records are equal as determined by the Sheriff. Any claim that a decision made by the Sheriff was arbitrary, capricious or discriminatory shall be subject to the grievance procedure. Laid off Bargaining Unit Members will be recalled to duty in reverse order of their layoffs, provided that any recalled Employee must meet the job's current qualifications. The recall list shall remain in effect one year from layoff.

Section 3. **Roster.** A roster of Bargaining Unit Members arranged in order of seniority by classification and a roster of Employees arranged in order of total service with the Sheriff's Office shall be maintained and made available for examination by Bargaining Unit Members with a copy provided to the Union (Local 6360) within thirty (30) days of any changes. The roster shall be revised and updated at the end of each year and a copy of the same shall be transmitted to the Union.

Section 4. **Accrual of Benefits.** For purposes of determining the amount or length of any benefit to which an Employee is entitled, the County's Personnel Rules and Jackson County Code shall be used for determining length of service.

Section 5. **Bidding for Shift Assignments.** On or before October 1 of each year, the Sheriff's Office shall post a listing of positions and shift assignments that are available within the Bargaining Unit. Bargaining Unit Members may bid on available positions and shift assignments beginning on October 1 and ending on October 15 of each year. The Sheriff's Office will post the results of the shift bidding process on or before October 25 of each year, which shall include a final schedule showing both shift and regular days off for each Member of the Bargaining Unit. The final schedule shall become effective on the first day of the first full pay period in the next calendar year.

ARTICLE 7 – DISCIPLINE

Section 1. **Just Cause.** No Bargaining Unit Member shall be suspended, demoted, discharged, or otherwise disciplined except for just cause.

Section 2. **Written Notice.** Subject to the provisions of Section 3 below, the Sheriff's Office shall give a Bargaining Unit Member and the appropriate Union Representative (as determined by the Union and identified in writing to the County) at least five (5) days advanced written notice prior to the effective date of any suspension, demotion, or discharge.

Section 3. **Immediate Removal.** Nothing in this Article shall prevent the Sheriff's Office from immediately removing a Bargaining Unit Member from the workplace and/or assignment (with or without pay), pending final disposition of the matter pursuant to this Memorandum of Understanding and the County Code and Personnel Rules.

Section 4. **Subject to Grievance Procedure.** The question of whether just cause exists for any disciplinary action shall be subject to the provisions of Article 14 of this Memorandum of Understanding relating to Grievance and Arbitration procedures.

ARTICLE 8 – JOB CLASSIFICATION

The County shall have full discretion to establish, modify, abolish, or redefine job classifications, in accordance with the County Personnel Policies and Procedures. The County shall also set and define job descriptions and job requirements for job classifications. The Union shall be notified, in writing, any changes in these descriptions or requirements at least sixty (60) days prior to the effective date of any change and afforded an opportunity to meet and confer with the County regarding any changes. Any change in a Bargaining Unit Member's job classification shall not result in a loss of pay for the affected Employee(s).

ARTICLE 9 – LEGAL REPRESENTATION

Civil Action. As determined by the County Counselor pursuant to Chapter 16 of the County Code, the County agrees to provide, at its expense and selection, legal counsel to Bargaining Unit Members in connection with any civil action brought against them arising out of the performance of their duties.

ARTICLE 10 – VACATIONS

Section 1. General. All Bargaining Unit Members shall receive vacation leave credit for time actually worked, including the initial probationary period.

Section 2. Schedule of Vacation Accrual. Full-time Bargaining Unit Members accrue annual vacation leave credit in accordance with the following schedule:

Less than sixty (60) months	80 Hours
Sixty (60) to one hundred twenty (120) months	120 Hours
One hundred twenty (120) to one hundred eighty (180) months	160 Hours
One hundred eighty (180) months and over	200 Hours

Section 3. Accumulation of Vacation Leave.

- A. Bargaining Unit Members may accumulate vacation leave credit in an amount equal to one-and-one half (1-1/2) times the annual credit, up to a maximum of two hundred forty (240) hours.
- B. No vacation leave accrual in excess of the amounts prescribed in the above paragraphs will be allowed.
- C. Bargaining Unit Members will be allowed to use vacation leave prior to any other leave to avoid truncated losses of vacation leave.

Section 4. **Vacation Scheduling.**

- A. Normally, vacations will be scheduled at least thirty (30) days in advance. However, Employees will be allowed to utilize vacation for unanticipated emergency situations, manpower permitting. Once a vacation is scheduled and approved, it is the Employer's responsibility to cover the shift of the Employee who will be on vacation. However, the Employer shall maintain the right to cancel scheduled vacations in emergency conditions that require the Employee's attendance at work in accordance with the mission of the Sheriff's Office.

- B. Vacation leave may not be taken by a Bargaining Unit Member until the Member has worked six (6) months.

- C. A Bargaining Unit Member shall not be charged with leave for an observed holiday occurring during a scheduled vacation.

- D. If a Bargaining Unit Member transfers from one division to another within the Sheriff's Office, scheduled vacation shall not be altered because of such transfer.

ARTICLE 11 – BULLETIN BOARD

The Sheriff's Office shall furnish space for a Union bulletin board at the work site. Only an authorized Union Representative may post or remove Union notices from the Union bulletin board.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. **Family and Medical Leave Act (FMLA).** The County shall comply with the Family and Medical Leave Act (FMLA). Employees shall be entitled to take leave with pay in conjunction with FMLA in accordance with the County's Personnel Policies and Procedures.

Section 2. **Bereavement Leave.** In the case of death within the immediate family, defined as spouse, domestic partner, child, step children, adopted children, parent, parent in-law, step parent, sister, half-sister, step sister, sister in-law, son in-law, grandparent, grandchildren, and any other person that resides with the Employee or for whom the Bargaining Unit Member is the primary care taker or has durable power of attorney. The affected Employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the Bargaining Unit Member's accumulated sick or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that, if the services are to be conducted outside of a four hundred (400) mile radius, such Bargaining Unit Member may, be entitled to remain absent from duty with pay in order to attend such services for a period not exceeding five (5) working days. A Bargaining Unit Member will be allowed to use vacation leave for any other deaths the Member desires to observe, subject to the scheduling needs of the Sheriff's Office.

Section 3. **Extended Medical Leave.** When all sick leave and vacation benefits are exhausted by a Bargaining Unit Member, leave time shall convert to leave-without-pay status for the remainder of the approved leave of absence. In order to maintain a position in the Sheriff's Office while on extended medical leave, such Bargaining Unit Member must present a statement from a physician, dentist or health care provider to the Sheriff, through the chain of command, certifying the Bargaining Unit Member is unable to perform job duties. A physician's statement shall be updated as the Sheriff deems necessary.

Extended medical leave beyond that required by the FMLA may be granted at the sole discretion of the Sheriff pursuant to the County's Personnel Policies. Failure on the part of the Bargaining Unit Member to report at the end of this extended leave period shall be considered as a resignation.

Section 4. Injury Leave.

1. **Medical Treatment.** It is the purpose of this section to recognize that the County is responsible for those medical services that represent medical practices intended to restore the Member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury. If medical treatment is required due to the on the job injury, it shall be authorized by the County's designated workers' compensation physician. All visits shall be compensated at the Bargaining Unit Member's appropriate rate of pay.

2. **Worker's Compensation.** A Bargaining Unit Member will be granted leave for any absence from the workplace due to an injury which occurred while the Member was performing his/her job and such leave shall not be deducted from the Bargaining Unit Member's accrued leave. During this period, the Bargaining Unit Member will be paid pursuant to the appropriate State Worker's Compensation Law. In the event the injury requires the Bargaining Unit Member to be absent beyond what the State Worker's Compensation Law pays, the Bargaining Unit Member may use any accrued leave time.

Section 5. Leave of Absence Without Pay. A Bargaining Unit Member on vacation or sick leave status must request a leave of absence without pay prior to exhausting all paid leave. The Sheriff is authorized to grant an unpaid leave of absence not to exceed one hundred eighty (180) days. The County Executive may grand a Bargaining Unit Member a leave of absence without pay upon written request. Failure on the part of the Employee to report to work at the end of an approved leave without pay may be considered a resignation.

Section 6. Jury Duty Leave. A Bargaining Unit Member will receive leave with pay for regularly scheduled hours when required to serve on a jury. The Bargaining Unit Member must provide notice of required jury duty to their supervisor, as soon as practicable. If released early from jury duty, the Bargaining Unit Member is required to report back to work. Standard compensation by the Court for such jury duty will be deducted from the Employee's next paycheck. The Bargaining Unit Member may retain any allowance for parking, mileage, or meal expenses provided by the Court. No Bargaining Unit Member shall be required to work a shift that starts on a calendar day on which a Member performed jury duty, nor shall a Bargaining Unit Member be required to work a shift that ends on the same calendar day on which the Member is scheduled to perform jury duty.

Section 7. **Floating Holiday.** Each Bargaining Unit Member who has completed his or her probationary period shall be entitled to one floating holiday, not to exceed eight (8) hours, per calendar year, to be taken on a day selected by the Member. The Member must obtain prior approval from his or her supervisor before taking the holiday, which will be liberally granted so long as efficiency of the Sheriff's Office can be maintained. A floating holiday not used during the calendar year is lost. The full eight (8) hours of the floating holiday must be taken at one time. A Member has no right to separation payout of an unused floating holiday. Each Bargaining Unit Member may also take four (4) hours vacation in connection with a floating holiday so as to avoid any loss of actual pay for the pay period.

ARTICLE 13 – HOURS OF WORK

Section 1. **General.** The regular workweek shall begin at 12:01 a.m. on Saturday and end on the following Friday at midnight. The County will pay all Bargaining Unit Members every two (2) weeks.

The standard work day for all Bargaining Unit Members shall be a twelve (12) hour shift, except that two (2) days in each two (2) week pay period shall be a four (4) hour shift, constituting a total of eighty (80) hours every two (2) weeks for regular hours of work. The regular work period for purposes of calculating overtime for Bargaining Unit Members shall be eighty (80) hours every two (2) weeks corresponding with the pay periods rather than a weekly calculation.

For all assignments, the County and the Sheriff retain the right to change the work day or work week and change the above work schedules. The Sheriff agrees to meet and confer with the Union prior to making a permanent change to the above work schedule to include implementation of rotating shifts, except that conferring with the Union shall not be required regarding any change in work schedules in response to a bona fide emergency, as determined by the Sheriff. The Union shall meet and confer within fourteen (14) days of a request. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject to the grievance procedure.

Section 2. **Overtime.** Except as necessary to meet minimum staffing requirement and as necessary to address bona fide emergencies as determined by the Sheriff, no Bargaining Unit Member shall be compelled to work more than two (2) hours of overtime beyond their normal work tour in any work day. Any Bargaining Unit Member called in to cover mandatory overtime on a scheduled day off shall not be required to work more than twelve (12) hours on that day. The Sheriff's determination that a situation constitutes a bona fide emergency shall be subject

to the grievance procedure set out in Article 14 of this Memorandum of Understanding. If, at any time during the pendency of this Memorandum of Understanding, the Union reaches a conclusion that the Employer's utilization of overtime has become excessive, the parties agree to meet and confer for the purpose of reaching a solution to the overtime issue.

Section 3. Meal Periods and Breaks. Bargaining Unit Members shall be entitled to one paid half hour meal break during each twelve-hour shift. Meal periods will not be taken during the first or last hour of work. A Bargaining Unit Member will be subject to calls during the meal period, provided meals are allowed in the dispatch center or in an area immediately adjacent to the dispatch center. Each Bargaining Unit Member shall be entitled to two (2) paid fifteen (15) minute breaks during each twelve-hour shift and one paid fifteen (15) minute break during each four-hour shift. Bargaining Unit Members shall not be allowed to accumulate break time from one shift to the next.

Section 4. Holidays. Holidays shall be governed by the Jackson County Personnel Rules, section 9.1, except as specifically provided in this Memorandum of Understanding. Pursuant to Personnel Rule 9.3, Holiday Pay shall be an employee's actual rate of pay not to exceed eight hours of pay. An employee who works on a County designated holiday shall receive Holiday Pay and shall also receive two times his or her regular rate of pay for all hours actually worked. This provision shall remain in effect for the duration of this Memorandum of Understanding, without regard to any future modifications to the County's Personnel Rules.

Section 5. Sick Leave. Sick leave may be accumulated, without limitation, at the rate of 96 hours per year. Pursuant to the County Personnel Rules, sick leave may be used for the following:

- Illness of Bargaining Unit Member
- Illness of Family Member
- Health Care Provider Appointment of Bargaining Unit or Family Member

A Bargaining Unit Member will notify the on-duty Supervisor at least one hour prior to the beginning of the work shift for which he or she wishes to use sick leave, unless for a good reason such notice cannot be given. Sick leave usage for known medical appointments should be scheduled with, and approved by the Supervisor at least three days in advance of the leave if

at all possible. Requests for sick leave usage to attend physician's appointments will not be unreasonably denied.

In accordance with the County's Personnel Rules, the Sheriff's Office may in its discretion require any Bargaining Unit Member to furnish to his or her Supervisor a medical form from a duly licensed physician, dentist, or health provider.

Section 6. Sick Leave During Vacation. A Bargaining Unit Member may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the Bargaining Unit Member were not on vacation leave. In addition, the Employer may require that a medical form from a duly licensed physician, dentist, or health care provider is furnished. Such form shall state that the Bargaining Unit Member was incapacitated to a degree which would have prevented performance of normal duties.

Section 7. Retirement or Separation. Upon separation from County employment, a Bargaining Unit Member is entitled to sick leave payout as follows:

<u>Full Years of Service</u>	<u>Percentage of Unused Sick Leave</u>
1 Year	5%
2 Years	10%
3 Years	15%
4 Years	20%
5 Years or more	25%

There shall be no limitation on the amount of sick leave credit which a Bargaining Unit Member may accumulate.

ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE

For the purposes of this Article, a grievance is defined as all disciplinary matters and all matters related to the interpretation and application of this Memorandum of Understanding submitted by an affected grievant, Bargaining Unit Member and/or on behalf of the Communications Workers of America. As outlined below, all disciplinary matters involving termination, suspensions of more than four days, and demotion shall be subject to arbitration. Any Bargaining Unit Member may file a grievance, but the Union will retain ultimate authority to determine whether eligible grievances are processed to arbitration. If a grievance affects more than one Member of the Bargaining Unit, the Union may file a grievance on behalf of all affected Members of the Bargaining Unit.

The parties shall make sincere and determined efforts to settle meritorious grievances as the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section 1. Grievance Procedure.

Step 1. The matter shall first be taken up orally between the Bargaining Unit Member and Supervisor involved. A Union Representative may be present during any step of the grievance procedure.

Step 2. If the grievance is not adjusted orally, it must be submitted in writing to the Bargaining Unit Member's division commander within twenty-one (21) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as closed. The division commander shall reply in writing within twenty-one (21) calendar days.

Step 3. In case the matter cannot be settled under Step 2, the matter will then be considered by a Union Representative and the appropriate Undersheriff or his designee. Requests for consideration by the Undersheriff must be submitted in writing within twenty-one (21) calendar days of the decision in Step 2, or the grievance shall be closed. The Undersheriff's decision shall be made in writing within fifteen (15) calendar days after submission, or the grievant shall prevail.

Step 4. In the case the matter cannot be settled under Step 3 or in matters of termination, the matter will then be considered by the Sheriff. Requests for consideration by the Sheriff must be in writing within twenty-one (21) calendar days of the decision of the Undersheriff or the grievance shall be closed. The Sheriff's decision shall be made in writing within fifteen (15) calendar days after submission to him/her, or the grievant shall prevail.

Step 5. In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above for discipline cases, the Union may request arbitration or a Merit System Commission hearing as provided below:

(a) In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the Bargaining Unit Member's only administrative remedy will be to seek a hearing before the Merit System Commission, provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding.

(b) In disciplinary cases involving suspension of five (5) days or more and/or termination, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both, and provided that the option of proceeding before the Merit System Commission was preserved by the Bargaining Unit Member's filing of a notice of appeal with the Commission, as provided in County Personnel Rule 15.8, after the Member receives notice of the discipline taken as provided in this Memorandum of Understanding. Should the Bargaining Unit Member elect arbitration, the Bargaining Unit Member will withdraw his or her Merit System Commission appeal. Disciplinary grievances involving suspensions of five (5) days or more and/or termination in which the grievant chooses to proceed to arbitration shall be processed in arbitration as outlined below:

- (1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) calendar days following the decision of Step 4 above. The notice shall set forth the articles or sections of this Memorandum which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within thirty (30) calendar days, the grievance shall be deemed closed.
- (2) Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the American Arbitration Association (AAA) and the parties will alternately and independently strike arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed AAA request is served fails to execute and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the other party.

- (3) A Bargaining Unit Member shall not be paid for the time spent in attending arbitration proceedings other than as a witness.
- (4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - (a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall observe the rules of evidence.
 - (b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - (c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented by the parties in the presence of each other.
 - (d) The arbitrator shall have no authority to substitute his or her judgment for that of the management of the County or Sheriff's Office, nor shall he or she have authority to usurp, detract from, modify, or exercise any management right of the County or Sheriff's Office.
 - (e) The arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
- (5) The cost of the arbitrator shall be shared equally by the County of the Union.
- (6) Decisions of the arbitrator are subject to review by the Sheriff, who may modify the arbitrator's decision when the Sheriff believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the Sheriff to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The final written decision of the Sheriff shall be subject to judicial review in the 16th Circuit Court of Missouri if filed by the Union

within thirty (30) calendar days of the Sheriff's final decision. The court shall have the authority to overturn the Sheriff's decision if it is not supported by the evidence. If the Sheriff fails to issue such a written decision, the decision of the arbitrator shall be final and binding.

- (7) Either party shall have the right to file an action in the 16th Judicial Circuit Court of Jackson County to set aside an arbitration award in accordance with applicable law.

Section 2. Time Limits. The time limits set forth in this Article are binding, unless waived by mutual Memorandum of Understanding of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure by the Sheriff to respond within the time limits set forth above shall result in the grievance moving to the next step. Failure of the Union or Bargaining Unit Member to comply with the time limits or procedure set forth herein shall result in the grievance being closed.

ARTICLE 15 – RETIREMENT

The parties recognize that the Employer has a County-funded pension plan for County employees. The Employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate its pension plan unless it notifies the Union at least 90 days prior to such termination, and meets and discusses with the Union before making any final changes. In the event that changes to the Employer's pension plan are officially proposed by the Employer, the parties agree to meet and confer regarding the effects of any such proposed changes.

A Bargaining Unit Member, who sustains an injury during the performance of his/her work duties, which renders the Bargaining Unit Member unable to perform the essential job functions, vested Bargained Unit Members in the County's pension plan shall qualify for an unreduced pension based on the present formula, or as otherwise provided by the County.

The County Executive and Sheriff agree to request the Pension Board explore extending disability retirement to non-vested, non-probationary Bargaining Unit Members injured while performing their work duties.

ARTICLE 16 – OVERTIME PAYMENT

Section 1. **Minimum.** Any Bargaining Unit Member who is called back to duty outside his or her regular scheduled working hours will receive a minimum of four (4) hours pay at the Bargaining Unit Member's appropriate rate of pay, or pay for one and one half (1 ½) times the hours actually worked, whichever is greater. This shall include court time. However, if the Bargaining Unit Member is called in less than four (4) hours immediately prior to and connected to the start of his or her regular shift, the Bargaining Unit Member shall be entitled only to pay equal to time and one half for hours actually worked prior to the start of the scheduled shift.

Section 2. **Compensatory Time.** With approval of the Sheriff and at a Bargaining Unit Member's request, a Bargaining Unit Member may accumulate compensatory time in lieu of overtime with a credit up to a maximum of ninety (90) hours. Holiday leave, approved vacation, and approved compensatory time shall count as hours worked for the purpose of computing overtime hours. Job related illness or injury leave, funeral leave, and sick leave shall not count as hours worked for the purposes of computing overtime.

ARTICLE 17 – SAVINGS CLAUSE

The parties intend for this Memorandum to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Memorandum shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Memorandum is subsequently declared, by a court of competent jurisdiction, to be in violation of a state or federal law, or the County Charter or subsequently enacted state or federal legislation or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions

of this Memorandum will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.

ARTICLE 18 – COMPENSATION

Section 1. For the year 2019, each member of the bargaining unit shall be placed in the appropriate job classification listed in the document attached hereto as Exhibit A, and paid the salary listed for that classification in Exhibit A, provided that bargaining unit member meets the specified “requirements” for that classification.

Section 2. Salary increases required under this Memorandum of Understanding shall be implemented upon the execution of this MOU, retroactive to January 1, 2019.

Section 3. Upon achieving the requirements specified for a job classification in Exhibit A, a bargaining unit member shall be advanced to that classification effective on the member’s anniversary date of county employment.

Section 4. For any advancement to a new classification that requires the obtaining of a training certification, all such training shall be at the County’s expense. If a bargaining unit member fails to achieve a certification on the member’s first attempt, the member shall be entitled to one additional attempt to achieve that certification at the county’s expense. Any subsequent attempt’s to achieve a certification shall be at the member’s expense.

Section 5. If, due to County staffing or budgetary limitations, a bargaining unit member is denied an opportunity to attend training to achieve a certification for which the member is otherwise eligible and which is required for advancement to a higher job classification, the member shall be given credit for that certification for one year, and advanced to the higher classification pursuant to this Memorandum of Understanding. If the member then fails to achieve the required certification within a one-year window from the member’s advancement, the member shall be returned to the member’s previous classification until the certification is achieved and the member is advanced pursuant to this Memorandum of Understanding.

ARTICLE 19 – AFFECTED BENEFITS

All applicable provisions of the Jackson County Personnel Rules continue to apply to Bargaining Unit Members and other benefits which are offered to all County Employees shall be offered to Bargaining Unit Members. In addition, any and all benefits provided under this Memorandum of Understanding to a spouse or as a spousal benefit shall also be provided to domestic partners, as defined in Section 902.17 of the Jackson County Code, irrespective of gender.

In the event that the County wishes to modify existing Personnel Rules, it shall notify the Union at least sixty (60) days in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. In the event that, after sixty (60) days, the parties have not agreed on the proposed changes, the County may implement such changes, subject to the Union's right to challenge the changes under the grievance procedure as outlined in this Memorandum of Understanding.

ARTICLE 20 – SAFETY AND HEALTH

Section 1. **Adherence to Safety Rules.** In order to have a safe place to work, the County agrees to comply with all laws and ordinances applicable to its operations concerning safety of the Bargaining Unit Members covered by this Memorandum of Understanding. The Union and all Bargaining Unit Members shall comply with all safety rules and regulations established by the County during hours of their employment.

Section 2. **Unsafe Working Conditions.** If a Bargaining Unit Member has justifiable reason to believe this his or her safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the Bargaining Unit Member shall inform his or her immediate Supervisor who shall have the responsibility to determine what action should be taken.

ARTICLE 21 – DURATION

Section 1. **Term of the Memorandum of Understanding.** This Memorandum of Understanding shall become effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2022. It shall be automatically renewed thereafter and remain in effect from year to year, unless either party notifies the other, in writing, ninety days prior to the annual expiration date, of a desire to modify the Memorandum of Understanding.

Section 2. **2019 Re-Opener.** The parties agree to meet on or before August 1, 2019, to meet and confer regarding potential salary increases and/or other wage-related payments to be awarded during the County's 2019 calendar year. Additionally, if funds for bargaining unit member salary increases become available in the County budget at any time during calendar year 2019, the parties agree to meet and confer for the purpose of reaching agreement concerning the allocation of such funds.

Section 3. **Future Years' Wage Re-Opener.** The Union shall have the right to re-open this Memorandum of Understanding for purposes of meeting and conferring regarding wages by providing written notice to the County of its intent to do so on or before August 1 of any year under this Memorandum of Understanding subsequent to 2019.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM ON THE DATE WRITTEN BELOW.

Attest:

Approved As To Form:

Mary Jo Spino, Clerk of Legislature

County Counselor

Jackson County, Missouri

By: _____ Date: _____
Frank White, Jr., County Executive

By: _____ Date: _____
Darryl Forte', Sheriff

Communications Workers of America, AFL-CIO

By: _____ Date: _____

Payroll Deduction Authorization
For Union Dues

(Last Name)	(First Name)	(Middle Initial)	
(Street Address)	(City)	(State)	(Zip)
(Soc. Sec. #)	(Phone Number)	(Job Title)	

**Authorization for Payroll Deductions
of Union Dues Payable to
Communications Workers of America**

I hereby authorize the County of Jackson, Missouri to deduct from my pay each month beginning in the month of _____, 20___, regular monthly Union Dues and one initiation Fee in the amount certified by the Secretary-Treasurer of the Communications Workers of America. I further authorize the County of Jackson, Missouri to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

If after all other authorized or required deductions and my pay is insufficient to permit the deduction of said Dues from my pay, it is understood that said Dues will be deducted from my pay in a succeeding period in which my pay is sufficient therefore.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active duty and if my leave of absence was not greater than one month, dues not deducted during the absence will also be deducted in the first regular Dues Deduction period following my return to duty.

This deduction may be cancelled by the County of Jackson, Missouri upon my transfer to a position not included in this Bargaining Unit.

It is understood that the County of Jackson, Missouri assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

Union Dues are not deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Code.

Dated _____
Signed _____

EXHIBIT A										
Communications Workers Job Progression										
Title	Current	2017	2018	2019	2020	2021	2022	Requirements		
Probationary Com. Spec.	11.96	12.67	13.43	14.24	15.10	16.00	17	Pass background, pre-employment testing, post offer drug screen		
Communications Specialist I	12.56	13.30	14.10	14.95	15.86	17.00	18.00	6 mos as Probationary Com. Spec.; receive ME or better on evaluation		
Communications Specialist II	13.19	13.97	14.81	15.70	16.65	18.00	19.00	1 year as Com. Spec. I; receive ME or better on evaluation; complete certification		
Communications Specialist III	13.85	14.67	15.55	16.48	17.48	19.00	20.00	1 year as Com. Spec. II; receive ME or better on evaluation; complete certification		
Sr. Communications Specialist	16.63	16.96	17.30	18.13	19.23	21.00	22.00	2 years as Com. Spec. III; receive ME or better on evaluation; complete certification		
Lead Communication Specialist	18.66	19.03	19.95	21.15	23.00	24.00	24.00	Minimum 4 years as a Communications Specialist; receive ME or better on evaluation; willing to take on leadership role		
Grandfather associate #7528 - \$18.70/hr										
Assoc. receives 2% increases per year until caught up with scale	18.70	19.07	19.45	19.84	20.24	21.00	22.00			

ADP
6/2/17

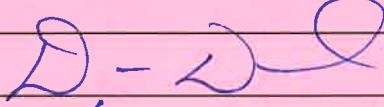
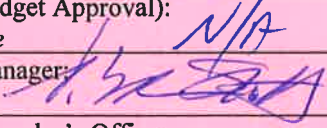
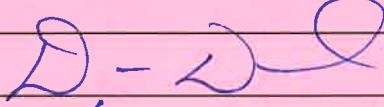
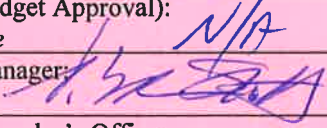
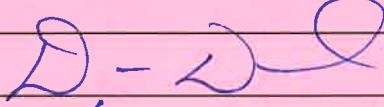
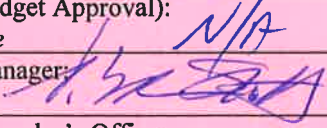
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20122

Sponsor(s): Jeanie Lauer

Date: March 25, 2019

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive and the Jackson County Sheriff to execute a Memorandum of Understanding with the Communications Workers of America Local 6360.</u></p>												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM ACCT:</td> <td style="text-align: right;">AMOUNT</td> </tr> <tr> <td>TO ACCT:</td> <td style="text-align: right;">AMOUNT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): \$ N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM ACCT:	AMOUNT	TO ACCT:	AMOUNT
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TO ACCT:	AMOUNT												
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A Res. #18987, 11/3/2015</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Dennis Dumovich, Director of Human Resources, 816-881-3140</p>												
REQUEST SUMMARY	<p>Resolution 18987 dated November 9, 2015 authorized a three-year Memorandum of Understanding (MOU) between the County and the Communications Workers of America Local 6360 regarding the terms and conditions of employment for the dispatchers in the Sheriff's Office. The parties have reached agreement on a successor MOU to be effective until December 31, 2022.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>Please see attachments.</p>												
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director: </td> <td>Date: 3/20/19</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> N/A</td> <td>Date:</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 3/21/19</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 3/20/19	Finance (Budget Approval): <i>If applicable</i> N/A	Date:	Division Manager: 	Date: 3/21/19	County Counselor's Office:	Date:				
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Finance (Budget Approval): <i>If applicable</i> N/A	Date:												
Division Manager: 	Date: 3/21/19												
County Counselor's Office:	Date:												

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$42,725.00 within the 2019 General Fund to cover the cost of the moving and storage service for County-owned property located at the Arrowhead Stadium.

RESOLUTION NO. 20123, March 25, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Kansas City Chiefs have undertaken a project to remove and replace approximately 30,000 seats from the upper deck of the stadium; and,

WHEREAS, each seat has six primary components including a plastic seat back, plastic seat pan, two cast-iron frames, and two fiberglass arm rests; and,

WHEREAS, the components have been removed from the stadium by the Chiefs and are currently being stored in stadium lot E; and,

WHEREAS, the Kansas City Chiefs has requested the County remove the components, which are County property, as soon as possible, and,

WHEREAS, the components shall be transferred to Arnold Moving and Storage, a current term and supply vendor; and,

WHEREAS, a transfer is necessary to cover these costs; and,

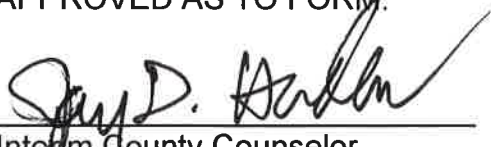
WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Non-Departmental General			
001-5101	58020-Buildings & Improvements	\$42,725	
001-5101	56790-Other Contractual Svc.		\$42,725

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

APPROVED AS TO FORM:



Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20123 of March 25, 2019, as duly passed on _____, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 5101 58020
ACCOUNT TITLE: General Fund
Non- Departmental General
Buildings & Improvements
NOT TO EXCEED: \$42,725.00

3/21/19

Date



Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20123

Sponsor(s): Tony Miller

Date: March 25, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transfer within the 2019 General Fund Budget for Moving and Storage Services for County-owned Surplus Property at Arrowhead Stadium</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$42,725.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$42,725.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table> <tr> <td>FROM ACCT 001-5101-58020 Non-Departmental Buildings and Improvements</td> <td><u>AMOUNT</u> \$42,725.00</td> </tr> <tr> <td>TO ACCT 001-5101-56790 Non-Departmental Other Contractual Services</td> <td><u>AMOUNT</u> \$42,725.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: 001-5101 Estimated Use: \$42,725.00</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$42,725.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$42,725.00	Amount budgeted for this item * (including transfers):	\$	FROM ACCT 001-5101-58020 Non-Departmental Buildings and Improvements	<u>AMOUNT</u> \$42,725.00	TO ACCT 001-5101-56790 Non-Departmental Other Contractual Services	<u>AMOUNT</u> \$42,725.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Park Operations, 503-4803</p>												
<p>REQUEST SUMMARY</p>	<p>Request transfer of \$42,725.00 from 001-5101 Buildings and Improvements to 001-5101 Other Contractual Services for moving and storage of county-owned surplus property at Arrowhead Stadium. The Kansas City Chiefs have undertaken a project to remove and replace approximately 30,000 seats from the upper deck of the stadium. Each seat has six primary components including a plastic seat back, plastic seat pan, two cast-iron frames, and two fiberglass arm rests. The components have been removed from the stadium by the Chiefs and are currently being stored in Lot E. The Chiefs have requested the County remove the components as soon as possible. Therefore, the components shall be transferred and stored in a secure location by Term & Supply Vendor A Arnold Moving and Storage while the County's surplus property protocol is implemented per County Code.</p>												

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director: <i>[Signature]</i>	Date: 3-18-19
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i>	Date: 3/18/19
	Division Manager: <i>[Signature]</i> <i>Mark Tom</i>	Date: 3/18/19
	County Counselor's Office:	Date:

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

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

Account Number:	Account Title:	Amount Not to Exceed:

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

AAKC Moving

Commercial Relocation Division

Proposal For:

Jackson County—Brian Nowotny
Moving Services at Arrowhead Stadium

Prepared By:

Evan Brann
913-829-8267
Evan.brann@aakcmoving.com

AAKC Moving

An Agent for northAmerican Van Lines
15761 S Keeler Olathe KS 66062
Toll Free: (800) 559-5909
Fax: (913) 829-2363



AAKC Moving

Commercial Relocation Division

PRICING:

This pricing proposal is based on the walkthrough completed by myself, Brian Nowotny, and Dan Thoman on 3/5/2019. Given the scale of the project and the fact that all of the seats had not been removed at the time of the walkthrough, this project will be billed on an *actual* time and materials basis. That being said, I will outline where I envision your costs to end up.

	Total Price
Labor, Loading only, per Trailer:	\$2,500.00
Monthly Storage Fee, per Trailer:	\$ 450.00
Trucks and Equipment:	\$1,725.00
Misc Supplies:	\$1,600.00
Fork Lift Rental	\$ 650.00
Fuel Surcharge:	\$ 250.00

If we assume it takes 10 semi loads to fit all the chairs, and they are stored for 3 months, your pricing breakdown would be:

Labor :	\$25,000.00
Monthly Storage:	\$ 13,500.00
Trucks/Equip:	\$ 1,725.00
Misc Supplies:	\$ 1,600.00
Fork Lift:	\$ 650.00
Fuel Surcharge:	\$ 250.00

TOTAL PRICE: \$42,725.00

SERVICES INCLUDED IN THIS ESTIMATE:

- This estimate assumes the trailers will be stored on my lot in Olathe, KS. Monthly storage fees for storage anywhere else will be \$300 per trailer.
- This estimate does not include using ANY of the gaylord boxes.
- Pre-move consultation and planning with your staff to coordinate floor plans, move timing, and packing activities.
- Complete movement of all contents to the designated areas in the new location.



- Prices include Carrier liability at \$0.60 per pound per article. Additional coverage is available at the rate of \$50.00 per \$10,000.00 of value.

AAKC Moving

Commercial Relocation Division

Moving Crews

All manpower supplied for your move will be from A. Arnold. They are all trained moving personnel and function as a smooth professional team under the direction of an assigned supervisor.

Protection to Premises

Every precaution will be taken to safeguard floors, carpeting, and walls. A. Arnold will furnish floor protection where required and corrugated material for the walls and door jams.

Certificates of Insurance

Certificates of insurance will be provided to you naming the additional insured as required.

Traffic and Parking

All traffic and parking restrictions will be taken into account before the move begins. It will be our responsibility to obtain any permits and cap meters as necessary.

Any charges incurred will be billed with your move.



AAKC Moving

Commercial Relocation Division

Equipment

The ability to properly service a move of this nature demands specific equipment to get the job done in an expeditious and safe manner, which is included.

Security Measures

All units will be secured with padlocks at all times during the move process. In addition, no vehicle or its contents will be left unattended at any point.

Weather Protection

Should inclement weather conditions occur during the course of the relocation, all furniture and contents will be kept covered and protected during the loading and unloading process. Plastic sheeting and water repellent moving pads will be employed to this end.

SERVICES NOT INCLUDED IN THIS BID:

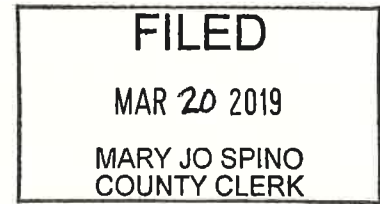
- Disconnecting or reconnecting of any equipment appliances/electronics.
- Disconnecting or reconnecting of any "hard wired" electrical components.
- Disassembling any of the chairs, they will be loaded and stored, "as is."





FRANK WHITE, JR.
Jackson County Executive

EXECUTIVE ORDER NO. 19-10



**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: FRANK WHITE, JR.
JACKSON COUNTY EXECUTIVE**

DATE: March 20, 2019

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE BOARD OF
DOMESTIC VIOLENCE SHELTERS**

I hereby make the following appointments and reappointments to the Board of Domestic Violence Shelters:

Tonya Hampton is appointed to a new term to expire September 30, 2021, occasioned by the resignation of Kelly La Rae Williams. A copy of Ms. Hampton's resume is attached.

Jennifer J. von Fintel is appointed to a new term to expire September 30, 2020, occasioned by the expiration of the term of Lisa Pelofsky. A copy of Ms. Hampton's resume is attached.

Teresa Chu is reappointed for a new term to expire September 30, 2021.

Melba Curls is reappointed for a new term to expire September 30, 2019.

Martha Lofgreen is reappointed for a new term to expire September 30, 2020.



Frank White, Jr., County Executive

Date: _____

3/20/19



TONYA HAMPTON

Tonyahampton13@gmail.com

OBJECTIVE

A dedicated and hardworking individual with extensive experience in animal welfare. I would like to obtain a position within animal welfare where challenges and opportunities make way for career development.

SKILLS

Excellent written and verbal communication skills

Active listening

Deductive reasoning

Honest

Maturity, good judgment and professionalism

Superior customer service

Complex problem solving

Fast paced

Reliable

Compassionate

EDUCATION

CERTIFICATES & TRAINING

2014, HSUS EXPO in New Orleans, studied best practices of Animal Care in the shelter

2017, Humane Society Investigating Animal Cruelty and Fighting

2018, HSUS EXPO IN KCMO, Studied link between Domestic Violence and animal welfare

2018, NACA studied the link between Animal Abuse and Human Abuse

2018, NACA studied Advanced Components of Animal Cruelty Investigation

2018, Department of Agriculture seminar that covered Animal Care Facilities Act

2019, Humane Society "The Final Round", investigating cockfighting and dogfighting

2019 NACA studied the Dynamics, Context & Roots of Domestic Violence

REFERENCES

Dr. Michelle Taylor DVM, Great Plains SPCA
313-707-6155

Ashley Flores CPDT-KA, Director of Animal Behavior and Training
417-459-0272

Barbara Poe Volunteer Manager, Crossroads Hospice
316-256-9609

Detective Todd Winborn, Independence Police Department
316-564-2978

EXPERIENCE

3/2011-6/2013

ASSISTANT MANAGER, CASEY'S GENERAL STORE

- Responsible for ordering and inventory of the stock
- Reconciling the cash drawers and making daily deposits.
- Hiring and training the staff on all shifts.
- Conflict resolution when necessary.

6/2013 – 3/2015

ANIMAL CARE SUPERVISOR, GREAT PLAINS SPCA

- Handle cats and/or dogs and occasional other animals of all sizes, ages, temperaments and needs safely and appropriately
- Follow and maintain excellent knowledge of organization cleaning, sanitation, and disease prevention protocols in order to provide a safe, clean environment for all
- Use shelter database and employee communication systems to keep accurate animal inventory, write animal behavior and other memos, submit medical exam requests, place holds on animals, and keep abreast of all staff communication
- Ensure proper cleaning protocols and SOPs are maintained by staff and contract cleaning crew
- Equipment management and inventory of supplies daily
- Staff Training, mentoring and management through 1:1s, group meetings and follow through for performing and underperforming staff
- Managing canine care schedule and coverage for sick/PTO staff
- Hiring/firing and tracking staff performance with the assistance of the operations manager
- Enforce and communicate Great Plains SPCA policies on PTO, time off requests, sick days and tardy reports.
- Goal mapping for the development of new programs and staff to grow the department
- Clear and consistent communication with staff, including expectations, follow through, performance reviews and disciplinary actions
- Maintaining and managing timecards and payroll

3/2015-Present

JACKSON COUNTY ANIMAL CONTROL OFFICER & FACILITIES MNG., GREAT PLAINS SPCA

- Responsible for all Animal Control needs in Unincorporated Jackson County and 20 different parks throughout Jackson County. This includes; Animals running at large such as canines, farm animals or sick/injured felines. Vicious or dangerous animals, Care calls, Traffic stops or car accidents with animals on scene, Hoarding cases, puppy mills, cock fighting. I must appear in court if I have issued citations or tickets to citizens in the field. I spend time helping and educating the public to hopefully help them keep their animals in the home and not in our facility. I direct them to resources, affordable vet care and supplies needed for daily care.
- Managing of the facility and working closely with the county tradesmen when something isn't working or needs repaired, and/or new construction. For example: Plumber, HVAC, Electrician, Carpenter, Painters, Parks Department, etc.
- Maintaining the washers and dryers; hoses, vehicles and all equipment
- Monitor the building for safety issues and correcting them.
- Maintenance and condition of the animal's kennels; keep them in a safe working manner
- Communicate and work with outside companies for various reasons such as lawn care, A&M Litter, 2Men & A Truck, Shore-Line, Etc.
- Responsible for ordering: Cleaning supplies, office supplies, food for the shelter, specialty items for all departments, maintenance needs and safety equipment
- Responsible for coding all billing invoices for the facility
- Conduct tours in our facility for outside organizations, committees or people.
- Lead on Bi-annual Department of Agriculture inspections.
- Maintain and Manage emergency preparedness to maintain safety of the animals and people in our facility in case of emergencies
- Scheduling and managing the T.N.R (Trap Neuter Release) program.
- Monitor and maintaining the alarm system and keys to the building
- Transport of specimens to the Health Department
- Coordinate with other departments and agencies when help is needed

Jennifer J. von Fintel

jen@revecreation.com

PROFESIONAL EMPLOYMENT:

Emergency Physician, Saint Luke's Community Hospital (SLCH) – Roeland Park, KS, 10/18-present
Emergency Department Assistant Medical Director, SLCH – Roeland Park, KS, 10/18-present
Emergency Physician, Research Medical Center – Kansas City, MO 1/16-present
Emergency Physician, Research Brookside Campus – Kansas City, MO 6/17-present
Emergency Physician, Providence Medical Center – Kansas City, KS, 8/12-4/18
Emergency Department Assistant Medical Director, Providence Medical Center, 12/12-12/15
Emergency Physician, St. John's Medical Center – Leavenworth, KS 8/16-4/18
Emergency Physician, St. Francis Medical Center – Topeka, KS 4/12-7/12

RESIDENCY:

Emergency Medicine, University of Missouri - Kansas City, MO, 2009-2012

EDUCATION:

MD, University of Kansas School of Medicine, Kansas City, KS, 2009

Post Baccalaureate Pre-Med Certification, Rockhurst University, 2004

BS - Industrial Engineering, University of Missouri – Columbia, 1996

CURRENT CERTIFICATIONS:

ACLS – 5/2019

ATLS – 6/2022

PALS – 10/2019

ABEM Certified through 11/2023

WORK EXPERIENCE:

Business Director, GeoAccess, Inc., subsidiary of Ingenix/United Health Group, Lenexa, Kansas, 10/2001-01/2003.

Developed and managed operational initiatives including time tracking, budgeting, headcount planning, and large client technical platform transition.

Best Practices Manager, NetSales, Inc., Overland Park, Kansas, 01/2000-06/2001.

Built a best practices team to develop and lead in operational improvement initiatives. Developed and managed the Program Management Office (PMO) for the implementation group. Managed multiple e-commerce client projects.

Technical Business Consultant, Cerner Corporation, Kansas City, Missouri, 08/1997-01/2000.

Designed and managed the staffing assignment methodology for Cerner Consulting. Created multiple databases and reports for the staffing practice and headcount management. Worked with the process owners to translate data into business strategy.

Industrial Engineer, Scholastic, Inc., Jefferson City, Missouri, 03/1996-07/1997.

Managed department consolidation and production area layout. Redesigned inventory management system.

RESEARCH EXPERIENCE:

Research Assistant, Rockhurst University Biology Department, 06/02-12/02.

Designed and performed an experiment to identify if GCN-5 like human histone acetyltransferase (HAT) was expressed in *Danio rerio* (zebrafish) embryos. HATs are known to participate in chromatin remodeling. Cross-referenced known GCN-5 human sequence tags with zebrafish, designed primers, performed reverse transcriptase polymerase chain reactions (RT-PCR) and discovered GCN-5-like HAT expressed at all embryo stages of development tested.

ABSTRACTS AND PRESENTATIONS:

von Fintel, J., White A., Felzien L. GCN5-like HAT expressed in development of *Danio rerio* (Zebrafish). Presented at Missouri Academy of Sciences Poster Competition, April 2003. Presented thru Missouri Life Sciences Online Poster Database, March 2003.

Patch GS, Richter KP, Spaulding RJ, Casey G, Cupertino AP, Bechtold K, Clement AW, von Fintel, J. Group Tobacco Cessation Using Telemedicine Technology. American Telemedicine Association International Meeting and Exposition, Las Vegas, NV. April 2009.

VOLUNTEER, MEMBERSHIPS & AFFILIATIONS:

American Medical Association
American College of Emergency Physicians
Patient Care Assistant, Kansas City Free Health Clinic
Emergency Room Volunteer, Saint Joseph Health Center

UNIVERSITY INVOLVEMENT:

Emergency Medicine Interest Group, Executive Board member
American Medical Student Association: Regional Conference Program Co-director
Kansas Medical Society
Surgery Interest Group
Radiology Interest Group
Basic Life Support – American Heart Association, Training Instructor, 2005
Human Anatomy Dissection Team, performed all dissections and tutored colleagues
Human Anatomy Summer Intern, 2005
Histology Organization Leader – Developed and managed histology review sessions, 2004-2005