

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (the "Agreement"), entered into this 6th day of Dec, 2011 by and among the City of Kansas City, Missouri, a chartered municipal corporation of the State of Missouri (hereinafter referred to as the "City"), Jackson County, Missouri, a constitutional home rule charter county of the first class of the State of Missouri (hereinafter referred to as the "County"), by and through its County Executive, the Kansas City, Missouri Board of Police Commissioners (hereinafter referred to as the "KCPD"), and the Jackson County Prosecuting Attorney (hereinafter referred to as the "Prosecuting Attorney") is executed pursuant to Sections 70.230 and 70.815 of the Revised Statutes of Missouri;

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

WHEREAS, by its Ordinance No. 4342, dated Sept. 12, 2011, the County Legislature authorized the County Executive to execute the grant from the Missouri Department of Public Safety to fund the Prosecuting Attorney's Drug Abatement Response Team (hereinafter referred to as the "DART Program"), in conjunction with the City and KCPD; and

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

FILED
JAN 24 2012
MARY JO SPINO
COUNTY CLERK

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES

HERETO AS FOLLOWS:

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

2. The term of this Agreement shall be for twelve (12) months commencing July 1, 2011, and terminating on June 30, 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

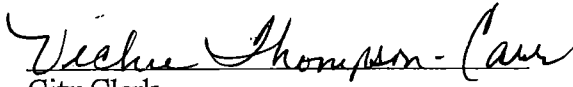
15. It is the specific intent of the parties that funds received be used strictly for prevention of drug and drug related activities and not for the administration of this Agreement or for other administrative functions other than those administrative functions performed by the employees funded under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


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


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

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

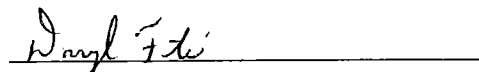
ATTEST: KANSAS CITY, MISSOURI


City Clerk


Director, Neighborhood and
Community Services

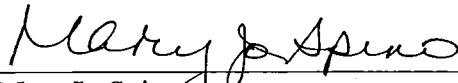

City Attorney
Kansas City, Missouri


Director, Fire Department



Darryl Forté
Chief of Police
Kansas City, Missouri Police Dept.



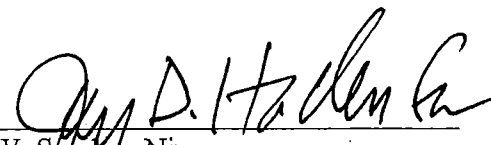
ATTEST: JACKSON COUNTY, MISSOURI



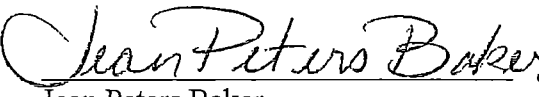
Mary Jo Spino
County of County Legislature



Michael D. Sanders
County Executive



W. Stephen Nixon
County Counselor

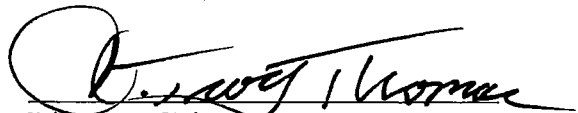


Jean Peters Baker
Prosecuting Attorney

REVENUE CERTIFICATE

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

September 14, 2011
Date


Director of Finance
Jackson County, Missouri
Account Number 008-4137-6790
41372011001



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR
AWARD OF CONTRACT

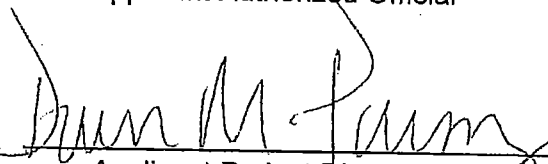
P.O. Box 749
Jefferson City, Missouri 65102
Phone: (573) 751-4905

Program Area: 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program		Catalog of Federal Domestic Assistance (CFDA) #: 16.738
Contractor Name: Jackson County, Prosecutor's Office		
Project Title: Drug Abatement Response Team (DART)		
Contract Period: 7/1/2011 to 6/30/2012	State/Federal Funds Awarded: \$247,910.13	Contract Number: 2010-JAG-016

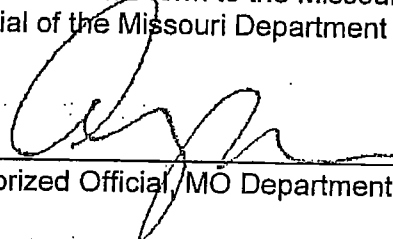
Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.


Applicant Authorized Official 6/9/2011
Date


Applicant Project Director 6/9/11
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Authorized Official of the Missouri Department of Public Safety.


Authorized Official, MO Department of Public Safety

July 1, 2011
Award Date

Investigator: provides critical follow up to initial inspections that instills confidence in the community that the properties are being continuously monitored and do not re-ignite with drug activity; also critical to the development of municipal prosecutions for housing, fire and code violations.

(McKinney) Current responsibilities - Create, maintain and review files on properties; check tax and deed records in order to identify property owners; conduct background checks on property owners and occupants; conduct utility checks on DART properties; inspect DART properties; document activity and contacts in DART files; appear and testify in Municipal Court on trespassing actions; follow up on posted DART properties.

Paralegal: (existing position funded by prior NCAP grants) handles all administrative aspects of DART; notice letters and follow up contact with owners; takes suspected drug activity reports and interfaces with law enforcement inquiries and referrals for investigation.

(Gibbs) Current responsibilities - Draft and send DART notice letters; follow-up DART properties; contact property owners; update DART files; take incoming calls; take suspected drug activity reports; update DART database and send to KCPD and other authorities; update posting and recertification lists; draft and send Section 8 letters; prepare monthly drug house statistics.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Kansas City - NCSD	One-Time	\$36,000.00	1.0	100.0	\$36,000.00	25.0	\$9,000.00	\$27,000.00
Kansas City Police Department	One-Time	\$50,000.00	1.0	100.0	\$50,000.00	25.0	\$12,500.00	\$37,500.00
KC Fire Department	One-Time	\$5,000.00	1.0	100.0	\$5,000.00	25.0	\$1,250.00	\$3,750.00
					\$91,000.00		\$22,750.00	\$68,250.00

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual Justification

Kansas City Code Inspector: (existing position funded by prior NCAP grants) provides immediate relief to communities by shutting down drug houses if sufficient code violations exist and issue work access permits at the DART office to property owners and managers. DART cannot close drug houses without their assistance and participation. The City of Kansas City uses funds to pay salaries for DART City Code Inspectors for regular hours.

Kansas City Fire Inspector: (existing position funded by prior NCAP grants) investigate houses that are in violation of fire codes and issue citations. DART has no independent capacity to perform such inspections and cannot close some drug houses without their assistance and participation. KCFD uses funds to pay salary and fringe benefits for one fire inspector for regular/and or overtime hours.

Kansas City Police Department: (existing position funded by prior NCAP grants) investigates and confirms illegal drug activity and supports community efforts with enforcement actions against individuals involved in the drug trade. DART has no independent capacity to investigate reports of suspected drug activity. KCPD uses funds to pay for overtime hours for officers assigned to the Drug Abatement Response Team.

Total Budget

Total Federal/State Share:	\$247,910.13
Federal/State Share Percentage:	75.0%
Total Local Match Share:	\$82,636.70
Local Match Share Percentage:	25.0%
Total Project Cost:	\$330,546.83